

Justin Lo (SBN: 280102)
justin@caworklawyer.com
WORK LAWYERS PC
22939 Hawthorne Blvd., #300
Torrance, CA 90505
Tel: (424) 355-8535
Fax: (424) 355-8335

Jose R. Garay (SBN: 200494)
jose@garaylaw.com
JOSE GARAY, APLC
249 E. Ocean Blvd. #814
Long Beach, CA 90802
Telephone: (949) 208-3400
Facsimile: (562) 590-8400

Attorneys for Plaintiff JENNIFER GRAJEDA, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of herself and Aggrieved Employees

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

JENNIFER GRAJEDA, on behalf of herself
and all other Aggrieved Employees,

Plaintiffs,

v.

WILLIAMS-SONOMA STORES, INC., a
California Corporation; and DOES 1- 50,
Inclusive,

Defendants.

Case No. CIVSB2331014

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE SECTION 2698, ET.
SEQ.)**

- (1)** Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1194, 1197, 1197.1)
- (2)** Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510, 1198)
- (3)** Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512)
- (4)** Failure to Provide Rest Periods (Cal. Lab. Code § 226.7)
- (5)** Failure to Pay Wages Upon Discharge of Employment/Waiting Time Penalties (Cal. Lab. Code § 201-203)
- (6)** Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226(a) et seq.)

- 1 (7) Failure to Keep Requisite Payroll Records
(Cal. Lab. Code § 1174(d))
- 2 (8) Failure to Reimburse Business Expenses
(Cal. Lab. Code § 2802)
- 3 (9) Unfair Business Competition (Bus. & Prof.
4 Code § 17200 et seq.)
- 5 (10) Private Attorneys General Act (“PAGA”)
(Cal. Lab. Code § 2699 et seq.)
- 6

7 Assigned for all Purposes to:

8 **UNLIMITED CIVIL**

9 **DEMAND FOR JURY TRIAL &**
10 **INJUNCTIVE RELIEF**

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 Plaintiff JENNIFER GRAJEDA (“Plaintiff”), hereby submits her Class Action and PAGA
2 complaint against Defendants WILLIAMS-SONOMA STORES, INC., a California corporation,
3 and DOES 1 through 50 (“Defendants”), as an individual on behalf of herself, all other similarly
4 situated employees, as a representative of the State of California and the Labor and Workforce
5 Development Agency (LWDA), and on behalf of other current or former Aggrieved Employees,
6 complains and alleges as follows:

7 **INTRODUCTION**

8 1. This is a class action brought on behalf of Plaintiff and the class she seeks to
9 represent (the “Class” or “Class Members”). The class consists of all non-exempt employees in
10 the preceding four years prior to the filing of this complaint to the present who worked in
11 California. Plaintiff reserves the right to amend this complaint to reflect a different Class Period
12 as further discovery is conducted.

13 2. Defendant and employer WILLIAMS-SONOMA STORES, INC.,
14 (“Defendants”), violated numerous wage and hour laws with respect to Plaintiff, Class Members,
15 and other Aggrieved Employees by failing to provide, for example: accurate and itemized wages
16 statements, payment for all hours worked (including regular wages and overtime), failure to
17 provide a minimum wage, lawful meal periods, lawful rest periods, timely payment during
18 employment, failure to reimburse for expenses incurred during the course and scope of
19 employment, payment upon separation of employment and violation of warehouse quota laws
20 under Labor Code § 2100.

21 **PARTIES**

22 **The Plaintiff**

23 3. Plaintiff is, and at all times herein mentioned was, a resident of California,
24 currently residing in San Bernardino County.

25 4. Aggrieved Employees are all former and/or current non-exempt employees
26 holding various positions and employed by Defendant within California during the relevant time
27 period who were subject to at least one or more Labor Code violations set forth in the PAGA
28 Notice dated September 18, 2023, and attached hereto as **Exhibit A** (“Aggrieved Employees”).

1 **The Defendants**

2 5. Defendant WILLIAMS-SONOMA STORES, INC., is a California corporation
3 which, at all relevant times mentioned herein, existing, doing business and employing individuals
4 in the County of San Bernardino, State of California. Plaintiff is informed and thereon alleges
5 that Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and
6 working conditions and operates warehouses in California and is subject to the requirements of
7 Labor Code §§ 2100 *et. seq.*

8 6. The true names and capacities, whether individual, corporate, associate, or
9 otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this
10 time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to
11 amend this Complaint to insert the true names and capacities of said Defendants when the same
12 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
13 the fictitiously named Defendants are responsible for the wrongful acts alleged herein and is
14 therefore liable to Plaintiff as alleged hereinafter.

15 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times
16 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
17 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
18 the other Defendants, and each of them, and in doing the things alleged herein, were acting at
19 least in part within the course and scope of said agency, employment, conspiracy, joint
20 employment, alter ego status, and/or joint venture and with the permission and consent of each of
21 the other Defendants.

22 8. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
23 and each of them, including those Defendants named DOES 1-50, acted in concert with one
24 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled,
25 and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so.
26 Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and
27 each of them, including those Defendants named as DOES 1-50, formed and executed a
28 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged

1 herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended
2 to and actually causing Plaintiff harm.

3 9. Whenever and wherever reference is made in this Complaint to any act or failure
4 to act by a defendant or co-defendant, such allegations and references shall also be deemed to
5 mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

6 **JURISDICTION AND VENUE**

7 10. Venue is proper in San Bernardino County, because Defendant maintains its
8 locations and transacts business in this county, the obligations and liability primarily arise in this
9 county, and work was primarily performed by Plaintiff and other Aggrieved Employees in this
10 county.

11 11. The California Superior Court has jurisdiction over this matter. The individual
12 claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for
13 federal court and PAGA penalties cannot be aggregated to meet the minimum jurisdictional
14 amount required for diversity removal. Further, there is no federal question at issue as the issues
15 herein are based solely on California statutes and law, including, but not limited to, the California
16 Labor Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure,
17 and California Rules of Court.

18 **CLASS ALLEGATIONS**

19 12. Plaintiff brings this class action pursuant to Code of Civil Procedure § 382 on
20 behalf of herself and all others similarly situated who were injured by Defendants' violations of
21 the Labor Code, Business and Professions Code sections 17200, *et seq.*, and IWC Wage Orders
22 during the Class Period.

23 13. Plaintiff is informed and believes, and thereon alleges, that at all times hereinafter
24 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as
25 employers, whose employees were and are engaged throughout San Bernardino and the State of
26 California.

27 14. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted
28

1 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
2 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
3 are legally attributable to the other Defendants.

4 15. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants
5 directly or indirectly, through agents or other persons or entities, employed or otherwise exercised
6 control over the wages, hours, and working conditions of Plaintiff and the Class Members.
7 Furthermore, each of the Defendants in all respects acted as the employer and/or joint employer
8 of Plaintiff and the Class Members.

9 16. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
10 and omissions alleged herein were performed by, or are attributable to, the Defendants acting as
11 the agent, alter ego, agent, servant, joint ventures, co-conspirator, and/or partner for the other,
12 within a common enterprise and legal authority to act on the other's behalf. The acts of any and
13 all Defendants were in accordance with, and represent, the official policy of Defendants' facilities.

14 17. At all relevant times, Defendants, and each of them, acted within the scope of such
15 agency or employment, or ratified each and every act or omission complained of herein. At all
16 relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each
17 and all the other Defendants in proximately causing the damages herein alleged.

18 18. Plaintiff is informed and believes, and thereon alleges, that each of said
19 Defendants is in some manner intentionally, negligently, and/or otherwise responsible for the
20 acts, omissions, occurrences, and transactions alleged herein.

21 19. The proposed class is defined as follows: all current and former non-exempt
22 employees employed by Defendants in the State of California within four years prior to the filing
23 of this action to the date of class certification.

24 20. Members of the Class and Subclasses described above will be collectively referred
25 to as "Class Members."

26 21. Plaintiff reserves the right to modify or redefine the Class or Subclass(es),
27 establish additional subclasses, or modify or redefine any class or subclass definition as
28 appropriate based on investigation, discovery, and specific theories of liability.

22. There is a well-defined community of interest in this litigation and the proposed Class and Subclass are readily ascertainable.

23. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class are readily ascertainable by review of Defendants records, including payroll records. Plaintiff alleges that Defendants: (a) failed to provide accurate, itemized wage statements in violation of Labor Code § 226; (b) failed to pay overtime for all hours worked in violation of Labor Code §§ 510, 558, 1194, and 1197.1; (c) failed to pay minimum wages for all hours worked in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (d) failed to provide off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (e) failed to pay all earned wages to employees in violation of Labor Code §§ 510, 558, 1174, 1194, 1198, 1199, and the applicable IWC Wage Orders; (f) failed to reimburse business expenses in violation of Labor Code § 2802; (g) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code, including without limitation, California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197, 1197.1, and the applicable IWC Wage Orders and (h) violating warehouse quotes under Labor Code §2100.

24. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiff's attorneys are ready, willing and able to fully and adequately represent the class and the individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

25. Defendants uniformly administered a corporate policy, practice that (a) failed to pay all wages for all hours worked; (b) failed to provide accurate itemized wage statements in violation of Labor Code § 226; (c) failed to pay overtime and sick pay based on the correct regular rate; (d) failed to provide duty-free meal and rest breaks; (e) failed to pay meal and rest break premium wages based on the correct regular rate; (f) failed to pay all wages due upon separation of employment; (g) engaged in Unfair Business Practices in violation of the UCL, the California

1 Labor Code, including without limitation, California Labor Code §§ 201, 202, 203, 204, 233,
2 226, 226.7, 246, 510, 512, 558, 1194, 2802, and the applicable IWC Wage Orders, and (h)
3 violating warehouse quotes under Labor Code §2100.

4 26. **Common Question of Law and Fact:** There are predominant common questions
5 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
6 concerning Defendants: (a) failing to provide accurate, itemized wage statements in violation of
7 Labor Code § 226; (b) failing to pay overtime for all hours worked in violation of Labor Code §§
8 510, 558, 1194, and 1197.1; (c) failing to pay minimum wages for all hours worked, in violation
9 of Labor Code §§ 558, 1194, 1197, and 1197.1; (d) failing to provide off-duty meal and rest
10 breaks in violation of Labor Code §§ 226.7 and 512; (e) failing to pay all earned wages to
11 employees in violation of Labor Code §§ 510, 558, 1174, 1194, 1198, 1199, and the applicable
12 IWC Wage Orders; (f) failing to reimburse business expenses in violation of Labor Code § 2802;
13 (g) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code,
14 including without limitation, California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197, 1197.1,
15 and the applicable IWC Wage Orders and (h) violating warehouse quotes under Labor Code
16 §2100.

17 27. **Typicality:** Plaintiffs claims are typical of all other class members as demonstrated
18 herein. Plaintiff will fairly and adequately protect the interests of the other class members with
19 whom she has a well-defined community of interest.

20 28. The California Labor Code and upon which Plaintiff bases these claims is broadly
21 remedial in nature. These laws and labor standards serve an important public interest in
22 establishing minimum working conditions and standards in California. These laws and labor
23 standards protect the average working employee from exploitation by employers who may seek
24 to take advantage of superior economic and bargaining power in setting onerous terms and
25 conditions of employment.

26 29. The nature of this action and the format of laws available to Plaintiff and members
27 of the Class identified herein make the class action format a particularly efficient and appropriate
28 procedure to redress the wrongs alleged herein. If each employee were required to file an

individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of each individual Plaintiff with Defendants' vastly superior financial and legal resources. Requiring each Class member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

30. The prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class members against the Defendants and which would establish potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to individual Class members which would, as a practical matter, be dispositive of the interest of the other Class members not parties to the adjudications or which would substantially impair or impede the ability of the Class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

31. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified herein, in a civil action, for unpaid overtime, unpaid minimum wages, including interest thereon, unpaid meal and rest period premium pay, paid sick pay, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201, 202, 203, 218.5, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, and 2802, the applicable IWC Wage Orders and Code of Civil Procedure § 1021.5.

32. Proof of a common business practice or factual pattern, which the named Plaintiff experienced and is representative of, will establish the right of each of the members of the Class to recovery on the causes of action alleged herein.

33. The Class is commonly entitled to a specific fund with respect to the compensation

1 illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of
2 those funds being improperly withheld by Defendants. This action is brought for the benefit of
3 the entire class and will result in the creation of a common fund.

4 **GENERAL ALLEGATIONS**

5 34. Defendant is a publicly traded national distributor of consumer bus retail kitchen
6 and houseware products. Defendant employed Plaintiff and all other similarly situated persons
7 as non-exempt employees within the state of California during the relevant time period. Aggrieved
8 Employees are all former and/or current non-exempt employees holding various positions and
9 employed by Defendant within California during the relevant time period who were subject to
10 at least one or more Labor Code violations set forth in the PAGA Notice dated September 18,
11 2023. Plaintiff filed an Amended LWDA Notice on or about November 29, 2023.

12 35. Plaintiff was employed by Defendant at their Ontario Mills retail location from
13 about October 2022 to approximately September 11, 2023.

14 36. Defendant hired Plaintiff and other class members and classified them as non-
15 exempt employees and failed to compensate them for all hours worked and missed, late, and
16 interrupted meal period and/or rest breaks.

17 37. Defendants had the authority to hire and terminate Plaintiff and the other class
18 members, to set work rules and conditions governing Plaintiffs and the other class members'
19 employment, and to supervise their daily employment activities.

20 38. Defendants exercised sufficient authority over the terms and conditions of
21 Plaintiffs and the other class members' employment for them to be joint employers of Plaintiff
22 and the other class members. Defendants directly hired and paid wages and benefits to Plaintiff
23 and the other class members.

24 39. The position required Plaintiff to work more than 8 hours a day and/or 40 hours
25 per week without lawful compensation. Plaintiff and Class Members were regularly not paid
26 minimum wages and overtime for compensable work time spent under the control of Defendant,
27 including off-the-clock work, which was in excess of regularly scheduled, eight-hour daily shifts.

28 40. Plaintiff and Class Members were subject to not having all their compensable
work time recorded due to Defendant's lack of adequate staffing. Not all of Plaintiff and Class

Members' compensable work time spent under the control of Defendant was accounted for and compensated. Specifically, Plaintiff is informed and believes that Defendant (1) adjusted clock in and clock out times to the disadvantage of Plaintiff and other Class Members by rounding up clock-in times when Plaintiff and Class Members clocked-in before the scheduled start of their respective shifts and rounded down clock-out times when Plaintiff and Class Members worked past the scheduled end time for their shifts, as well as (2) requiring Plaintiff and Class Members to continue working when ostensibly on duty-free meal periods, or requiring them to return to work before the end of their thirty-minute meal periods but prohibiting them from clocking back in until the legally required thirty-minute mark.

41. Based on information and belief, Plaintiff believes she and Class Members were also not being reimbursed for all necessary expenses incurred in the performance of their job duties. Specifically, Defendant required Plaintiff and Class Members, regardless of classification, to use their personal cellular telephones to communicate with colleagues and supervisors in the course of performing their respective duties but failed to reimburse them for use of the personal cellular devices nor the consumption of personal calling or home internet data plans. Specifically, Plaintiff used her telephone to communicate with loss prevention employees to report individuals that could be planning to or in the act of stealing or taking merchandise without payment.

42. Defendant failed to authorize and permit all required meal and rest periods for Plaintiff and Class Members because, upon information and belief, Defendant maintained unlawful meal/rest period policies and practices. In order to curtail labor costs, Defendant regularly did not staff enough employees to provide sufficient coverage to maintain their business operations so Plaintiff and Class Members could not both complete their assigned daily duties and take complete, timely and uninterrupted meal and rest breaks. Defendant prioritized completion of daily duties and customer satisfaction ahead of meal and rest period compliance. Defendant failed to provide Plaintiff and Class Members with an additional hour of premium pay at the regular rate of pay for each meal/rest period violation, as required by Labor Code section 226.7.

1 43. As a result of the violations described above, Plaintiff and Class Members
2 experienced collateral or derivative violations. Specifically, Defendant failed to provide Plaintiff
3 and Class Members accurate itemized wage statements in writing in compliance with Labor
4 Code section 226 and failed to compensate Plaintiff and Class Members for all wages owed at
5 the time employment with Defendant had ended.

6 44. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
7 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
8 departments, divisions, commissions, boards, agencies or employees for violation of the code
9 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
10 behalf of herself and other current or former employees pursuant to the procedures specified in
11 Labor Code section 2699.3.

12 45. For all provisions of the Labor Code except those for which a civil penalty is
13 specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a
14 penalty of one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
15 initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period
16 for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

17 46. Defendant's conduct during the PAGA period with respect to Plaintiff and
18 Aggrieved Employees violates numerous Labor Code sections as detailed herein.

19 47. Plaintiff alleges that Defendant has engaged in a systematic pattern of wage and
20 hour violations under the California Labor Code and IWC Wage Orders.

21 48. At all relevant times herein, Defendant employed Plaintiff and Class Members
22 who were subject to the employment policies described herein, in whole or in part, and therefore
23 suffered at least one or more of the violations set forth herein.

24 49. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
25 or should have known that Plaintiff and Class Members were entitled to receive wages for all
26 hours worked, including the applicable minimum, regular, and overtime wages, and that they
27 were not receiving all wages earned for work that was required to be performed. In violation of
28 the Labor Code and IWC Wage Orders, Defendant failed to pay Plaintiff and Class Members for

all hours worked. Accordingly, Defendant failed to pay Plaintiff and Class Members all earned minimum, regular, and/or overtime compensation.

50. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and Class Members were entitled to receive all required meal periods or payment of one (1) additional hour of pay at Plaintiff and Class Members' regular rate of pay when they did not receive a timely, uninterrupted off-duty meal period. In violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy of not providing timely meal periods. Defendant failed to pay an additional hour of pay to Plaintiff and Class Members for late meal periods. As a result of Defendant's unlawful policy and practice, Plaintiff and Class Members did not receive all meal periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay when they did not receive a timely, uninterrupted 30 minute off-duty meal period.

51. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty rest period. In violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy of not providing timely rest periods. Defendant failed to pay an additional hour of pay to Plaintiff and Aggrieved Employees for each rest periods were not provided or was interrupted. As a result of Defendant's unlawful policy and practice, Plaintiff and Aggrieved Employees did not receive all required rest periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted 10 minute off-duty rest period.

52. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and certain Aggrieved Employees were entitled to timely payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff and certain Aggrieved Employees did not receive payment of all wages due, within permissible time periods, upon separation of employment.

53. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized wage statements that accurately showed their actual hours worked, total hours worked, number of hours worked at each hourly rate, gross and net wages earned, and correct employer information in accordance with California law. As a result of the wage violations specified above, and in violation of the Labor Code, Plaintiff and Aggrieved Employees were not provided with accurate itemized wage statements that accurately reported their gross and net wages earned, total hours worked, each applicable rate of pay in effect during the pay period with the corresponding number of hours worked, and the address of the legal entity that is the employer, among other things.

54. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or should have known that Defendant was required to maintain accurate records of the hours worked by Plaintiff and Class Members. In violation of the Labor Code, Defendant failed to maintain accurate records of hours worked by Plaintiff and Class Members due to its off-the-clock and/or unfair rounding practices, among other things.

55. During all, or a portion of the PAGA liability period, Plaintiff and aggrieved employees were employed by Defendants and each of them, in the State of California. Plaintiff and each of the aggrieved employees were non-exempt employees covered under one or more Industrial Welfare Commission (IWC) Wage Orders, California law, regulations and statutes, and each aggrieved employee was not subject to an exemption for executive, administrative and professional employees, which imposed obligations on the part of the Defendants to not violate Labor Code sections 2100 *et. seq.*

56. **Failure to Implement Temperature Control:** Defendant failed to maintain reasonable and comfortable temperature controls as required by Labor Code sections 2100 *et. seq.* and the applicable IWC Wage Order(s). As such, Plaintiff and, on information and belief, the Class Members suffered exhaustion, dehydration and other physiological injuries. Plaintiff individually and on behalf of Class Members brings this cause of action against Defendant and DOES 1 through 50, inclusive, for damages arising out of employers' violations of California

law and applicable IWC Wage Order(s) section 15.

57. **Failure to Provide Suitable Seating:** The IWC Wage Orders at section 14 states that, “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats” and “[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.” Plaintiff and Class Members were not provided suitable seating pursuant to California law including pursuant to the quota law which prohibits adverse employment action when employees requested and were denied suitable seating.

58. **Quotas:** Starting January 1, 2022, Defendant was required to provide each employee with a written description of each quota the Defendant required Plaintiff and Class Members to work under. This includes the number of tasks to be performed or materials that must be produced or handled within a time period, and any potential adverse employment action that could result from failing to meet the quota. This information must be given to all new employees when hired pursuant to California Labor Code § 2101. Defendant has failed to comply.

59. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to disclose written quota descriptions and comply with Labor Code §§ 2100 - 21112. Defendant is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California’s wage and hour laws, employment and personnel practices, and the requirements of California law.

60. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they imposed systematic quota and production demands on Class Members which violated the rights of employees pursuant to Labor Code sections 2100 *et. seq.* Defendant had a duty to ensure its production demands did not interfere with Class Members right to lawful meal periods, rest periods, use of bathroom facilities breaks, and/or expose them to safety hazards.

61. Defendant is subject to Labor Code section 2100(h) which states:

1 *"Quota" means a work standard under which an employee is assigned*
2 *or required to perform at a specified productivity speed, or perform a*
3 *quantified number of tasks, or to handle or produce a quantified*
4 *amount of material, within a defined time period and under which the*
5 *employee may suffer an adverse employment action if they fail to*
6 *complete the performance standard."*

7 (Emphasis added)

8 62. Defendant willfully, knowingly and intentionally failed to establish quotas that did
9 not harm Plaintiff and Aggrieved Employees all in order to increase Defendants' profits without
10 concern for employee safety. Defendant's quotas required Plaintiff and Class Members, to meet
11 quantified work and production targets and quotas such as packing, stowing, and sorting.

12 63. ***Unreasonable Quota Requirements:*** Defendant implements and maintains
13 unreasonable quotas in violation of Labor Code section 2100 which states:

14 *(e)(1) "Employee work speed data" means information an employer*
15 *collects, stores, analyzes, or interprets relating to an individual*
16 *employee's performance of a quota, including, but not limited to,*
17 *quantities of tasks performed, quantities of items or materials*
18 *handled or produced, rates or speeds of tasks performed,*
19 *measurements or metrics of employee performance in relation to a*
20 *quota, and time categorized as performing tasks or not performing*
21 *tasks.(2) "Employee work speed data" does not include qualitative*
22 *performance assessments, personnel records, or itemized wage*
23 *statements pursuant to Section 226, except for any content of those*
24 *records that includes employee work speed data as defined in this*
25 *part."*

26 (emphasis added)

27 64. Defendant indiscriminately includes both time performing and not performing
28 tasks as a metric to measure employees' quota productivity. Defendant makes no distinction
between time on task for legitimate and legal purposes. Defendants requires employees to meet
improper quotas and takes adverse employment actions against employees who take time for

1 during the workday for legal purposes, such as taking a break, using the bathroom facilities, and/or
2 to seek medical treatment in violation of Labo Code section 2102:

3
4 ***Section 2102 - Employees not required to meet improper quotas***

5 *An employee shall not be required to meet a quota that prevents*
6 *compliance with meal or rest periods, use of bathroom facilities,*
7 *including reasonable travel time to and from bathroom facilities, or*
8 *occupational health and safety laws in the Labor Code or division*
9 *standards. An employer shall not take adverse employment action*
10 *against an employee for failure to meet a quota that does not allow a*
11 *worker to comply with meal and rest periods, or occupational health and*
12 *safety laws in the Labor Code or division standards, or for failure to meet*
13 *a quota that has not been disclosed to the employee pursuant to Section*
14 *2101.*

15 65. Plaintiff and Class Members, as alleged throughout this complaint, were required
16 to meet improper quotas. Plaintiff will seek injunctive relief as a result of Defendant's direct and
17 continued violation of California's quota law.

18 66. ***Failure to Disclose Quotas:*** On information belief, Defendant failed to advise
19 and/or disclose to Class Members the written quota description as required by Labor Code section
20 2101, which states:

21 **Written descriptions of quotas and adverse actions to be provided to**
22 **employees:**

23 a) *Each employer shall provide to each employee, upon hire, or within 30*
24 *days of the effective date of this part, a written description of each quota to*
25 *which the employee is subject, including the quantified number of tasks to be*
26 *performed or materials to be produced or handled, within the defined time*
27 *period, and any potential adverse employment action that could result from*
28 *failure to meet the quota.*

67. On information and belief, Class Members have complained about adverse
employment actions, such as inability to take legal breaks and requested a description of their

1 applicable quota or an adjustment to make it reasonable and realistic. Defendant failed to disclose
2 to Class Members the written disclosures pursuant to Labor Code section 2014, which states:

3
4 ***Section 2104 - Employee requests for written descriptions***

5 *(1) If a current or former employee believes that meeting a quota caused a*
6 *violation of their right to a meal or rest period or required them to violate any*
7 *occupational health and safety laws in the Labor Code or division standards,*
8 *they have the right to request, and the employer shall provide, a written*
9 *description of each quota to which the employee is subject and a copy of the*
10 *most recent 90 days of the employee's own personal work speed data.*

11 *(2) If a former employee requests a written description of the quotas to which*
12 *they were subject and a copy of their own personal work speed data pursuant to*
13 *paragraph (1), the employer shall provide 90 days of the former employee's*
14 *quotas and personal work speed data for the 90 days prior to the date of the*
15 *employee's separation from the employer.(3) A former employee is limited to one*
16 *request pursuant to this subdivision.*

17 *(b) An employer that receives a written or oral request for information pursuant*
18 *to subdivision (a) shall comply with the request as soon as practicable, but no*
19 *later than 21 calendar days from the date of the request.*

20 68. ***Quotas Interfered with Employees' Use of Bathroom Facilities:*** Plaintiff and the
21 Class Members were restricted in their ability to use the bathroom facilities as a result of
22 Defendant's unlawful quota requirements. Employees were monitored by Defendant's leads
23 and/or supervisors and were instructed to minimize the use of the bathroom facilities or were
24 restricted to use bathroom facilities until the designated rest or meal period break time. As such,
25 Defendant violated Labor Code sections 2100 *et. seq.*

26 69. ***Quotas Increased Injury:*** On information and belief, Class Members who
27 suffered workplace injuries were reprimanded, retaliated, and/or terminated. As such,
28 Defendant's quota requirements were and continue to be improper and violate California's quota
laws.

70. It is well known by Defendant's employees that the unwritten policy, which is
implemented through supervisors and managers, is to eliminate injured employees. While
Defendant sometimes offers light duty to injured employees, the reality is they are targeted for

1 elimination for one well known reason: the perception and false belief that injured employees
2 could not meet Defendant's unrealistic quotas.

3 71. ***Quotas Adversely Impacted Meal Periods:*** Plaintiff is informed and believes, and
4 thereon alleges, that Defendants knew or should have known that Class Members were entitled
5 to receive a timely, off-duty, uninterrupted 30-minute meal period for every five hours of work,
6 or payment of one additional hour of pay at their regular rate of pay when they did not receive a
7 compliant meal period. Defendant enacted quotas that prevented Class Members from taking
8 lawful meal periods. During the Class Period, Plaintiff and Class Members regularly worked in
9 excess of five (5) and/or 10 hours per workday. In violation of the Labor Code and IWC Wage
10 Orders, Plaintiff and Class Members did not receive all lawful meal periods due to excessive
11 quotas and the threat of adverse employment action and were not paid premium wages.

12 72. Defendant enforced excessive quota demands which interfered with Class
13 Members' ability to take legal meal periods. Employees were monitored, reprimanded, and
14 discouraged from using bathroom facilities until their designated time for taking meal periods.
15 Employees were encouraged to clock in and out for meal periods that were not permitted or
16 provided. The unwritten meal period policy was to work through, taken shortened, and/or
17 interrupt meal period time or to increase productivity. Defendant demands clock-ins and clock-
18 outs so that it can falsely argue that it did comply with California law and avoid compensating
19 employees premium pay when in fact Defendant violated the law. The reality was, is, and will
20 continue to be that Defendant's quotas are excessive and can only be met if Plaintiff and the Class
21 Members work through meal periods or take shortened meal periods.

22 73. ***Quotas Adversely Impacted Class Members right to take legal Rest & Recovery***
23 ***Periods:*** Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
24 have known that Class Members were entitled to receive a ten-minute, off-duty, uninterrupted
25 rest period for every four (4) hours worked, or major fraction thereof, or payment of one (1)
26 additional hour of pay at their regular rate of pay when they were not permitted to take a compliant
27 rest period. Employees are also permitted to take recovery periods for cooling down. On
28 information and belief, Defendant did not permit or provide recovery periods. Defendant enacted

quotas that prevented Plaintiff and Class Members from taking lawful rest and recovery periods. During the PAGA liability period, Plaintiff and Class Members regularly worked in excess of four (4) hours or major fraction thereof. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members were not permitted to take compliant rest breaks, due to Defendants' unlawful policy and practice of aggregating two (2) 15-minute rest breaks and a one (1) hour meal period into a single break. Consequently, Class Members were not authorized or permitted to take rest or recovery breaks, including first, second, and third rest breaks. Defendants failed to pay Plaintiff and Class Members one additional hour of pay at their regular rate of pay when they did not receive a compliant rest or recovery break.

74. Defendant maintained excessive quota demands which interfered with Class Members' ability to take legal rest periods.

75. Plaintiff and, on information and belief, Class Members, employees were monitored, reprimanded, and discouraged from using bathroom facilities until their designated time for taking rest periods. This rule was implemented for the benefit of Defendant such that if Class Members worked through rest period or took shortened rest periods, they could meet quota requirements. Despite Defendant's unlawful policy and practice, it did not compensate employees with premium pay when in fact Defendant violated the law. The reality was, is, and will continue to be that Defendant's quotas are excessive and can only be met if Class Members work through rest periods or take shortened meal periods.

76. During recruitment and orientation, Plaintiff and Class Members were not informed quotas were required and that Class Members would suffer adverse employment action for failing to meet quotas.

77. Defendant through its supervisors, leads, and managers, Class Members to increase their productive time without allotment for non-productive time such as time for breaks and using the restroom. Supervisors would also verbally admonish employees to work during the breaks and remain at their respective stations during breaks or wait for break to use the bathroom facilities.

1 78. Defendants had a detrimental time-rounding policy where Plaintiff and Class
2 Members were not compensated for all time worked.

3 79. Plaintiff and Class Members were paid non-discretionary remuneration that was
4 not factored into the regular rate or into the calculation of premium pay.

5 80. **Injunctive Relief:** Plaintiff and Class Members were and continue to labor under
6 the constant threat of adverse employment action for failing to meet quotas.

7 81. Defendant knew or should have known that its quotas were illegal. Defendant's
8 quotas required Plaintiff and Class Members to expose themselves to OSHA hazards and other
9 safety hazards. Defendant has been sued many times for violating California's wage and hour
10 laws. Despite prior, current and future litigation, Defendant will continue to violate California's
11 quota laws absent a jury award in Plaintiff and the Class Members favor.

12 82. Plaintiff and the Class Members anticipate filing for injunctive relief to prevent
13 further adverse employment actions as alleged throughout this complaint.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY MINIMUM WAGES**

16 **(Cal. Labor Code §§ 1194, 1197, 1197.1)**

17 **(Against all Defendants, and DOES 1 through 50)**

18 83. Plaintiff realleges and incorporates by reference the preceding paragraphs as
19 though fully set forth herein.

20 84. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
21 provide for the minimum wage to be paid to employees, and the payment of a lesser wage than
22 the minimum wage so fixed is unlawful.

23 85. During the relevant time period, Defendants failed to pay minimum wage to
24 Plaintiff and the other class members as required, pursuant to California Labor Code sections
25 1194, 1197, and 1197.1.

26 86. Defendants' failure to pay Plaintiff and the other class members the minimum
27 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
28 those sections Plaintiff and the other class members are entitled to recover the unpaid balance of

1 their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
2 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

3 87. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
4 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
5 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
6 minimum wages.

7 88. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
8 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
9 unpaid and interest thereon.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY OVERTIME WAGES**

12 **(Violation of California Labor Code §§ 226.7 and 512(a))**

13 **(Against all Defendants and DOES 1 through 50)**

14
15 89. Plaintiff realleges and incorporates by reference the preceding paragraphs as
16 though fully set forth herein.

17 90. California Labor Code section 1198 and the applicable Industrial Welfare
18 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
19 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
20 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

21 91. Specifically, the applicable IWC Wage Order provides that Defendants are and
22 were required to pay Plaintiff and the other class members employed by Defendants, and
23 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
24 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
25 forty (40) hours in a workweek.

26 92. The applicable IWC Wage Order further provides that Defendants are and were
27 required to pay Plaintiff and the other class members overtime compensation at a rate of two
28 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

1 93. California Labor Code section 510 codifies the right to overtime compensation at
2 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
3 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
4 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess
5 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

6 94. During the relevant time period, Plaintiff and the other class members worked in
7 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

8 95. During the relevant time period, Defendants intentionally and willfully failed to
9 pay overtime wages owed to Plaintiff and the other class members.

10 96. Defendants' failure to pay Plaintiff and the other class members the unpaid
11 balance of overtime compensation, as required by California laws, violates the provisions of
12 California Labor Code sections 510 and 1198, and is therefore unlawful.

13 97. Pursuant to California Labor Code section 1194, Plaintiff and the other class
14 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
15 attorneys' fees.

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PROVIDE MEAL PERIODS**

18 **(Violation of California Labor Code §§ 226.7, 512)**

19 **(Against All Defendants and DOES 1 through 50)**

20 98. Plaintiff realleges and incorporates by reference the preceding paragraphs as
21 though fully set forth herein.

22 99. At all relevant times, the IWC Order and California Labor Code sections 226.7
23 and 512(a) were applicable to Plaintiffs and the other class members' employment by
24 Defendants.

25 100. At all relevant times, California Labor Code section 226.7 provides that no
26 employer shall require an employee to work during any meal or rest period mandated by an
27 applicable order of the California IWC. At all relevant times, the applicable IWC Wage Order
28 and California Lab or Code section 512(a) provide that an employer may not require, cause or

1 permit an employee to work for a work period of more than five (5) hours per day without
2 providing the employee with a meal period of not less than thirty (30) minutes, except that if the
3 total work period per day of the employee is no more than six (6) hours, the meal period may
4 be waived by mutual consent of both the employer and employee.

5 101. At all relevant times, the applicable IWC Wage Order and California Labor Code
6 section 512(a) further provide that an employer may not require, cause or permit an employee to
7 work for a work period of more than ten (10) hours per day without providing the employee with
8 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
9 hours worked is no more than twelve (12) hours, the second meal period may be waived by
10 mutual consent of the employer and the employee only if the first meal period was not waived.

11 102. During the relevant time period, Plaintiff and the other class members who were
12 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
13 legally-mandated meal periods by mutual consent, were required to work for periods longer than
14 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/ or
15 rest period.

16 103. During the relevant time period, Plaintiff and the other class members who were
17 scheduled to work for a period of time in excess of six (6) hours were required to work for periods
18 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
19 minutes and/or rest period. During the relevant time period, Defendants intentionally and
20 willfully required Plaintiff and the other class members to work during meal periods and failed
21 to compensate Plaintiff and the other class members the full meal period premium for work
performed during meal periods.

22 104. During the relevant time period, Defendants failed to pay Plaintiff and the other
23 class members the full meal period premium due pursuant to California Labor Code section
24 226.7.

25 105. Defendants' conduct violates applicable IWC Wage Order and California Labor
26 Code sections 226.7 and 512(a). Pursuant to applicable IWC Wage Order and California Labor
27 Code section 226.7(c), Plaintiff and the other class members are entitled to recover from
28 Defendants one additional hour of pay at the employee's regular rate of compensation for each

workday that the meal or rest period is not provided.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(Violation of Cal. Lab. Code § 226.7)

(Against All Defendants and DOES 1 through 50)

106. Plaintiff realleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

107. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

108. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

109. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3 ½) hours.

110. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

111. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

112. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

113. Defendants' conduct violates applicable IWC Wage Orders and California Labor

1 Code section 226.7. Pursuant to the applicable IWC Wage Orders and California Labor Code
2 section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants
3 one additional hour of pay at the employees' regular hourly rate of compensation for each
4 workday that the rest period was not provided.

5
6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO PAY WAGES UPON DISCHARGE OF EMPLOYMENT / WAITING**
8 **TIME PENALTIES**

9 **(Violation of California Labor Code §§ 201-203)**

10 **(Against All Defendants and DOES 1 through 50)**

11 114. Plaintiff realleges and incorporates by reference the preceding paragraphs as
12 though fully set forth herein.

13 115. At all relevant times herein set forth, California Labor Code sections 201 and 202
14 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
15 discharge are due and payable immediately, and if an employee quits his or her employment, his
16 or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
17 unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in
18 which case the employee is entitled to his or her wages at the time of quitting.

19 116. During the relevant time period, Defendants intentionally and willfully failed to
20 pay Plaintiff and the other class members who are no longer employed by Defendants their
21 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants'
22 employment. Defendants' failure to pay Plaintiff and the other class members who are no longer
23 employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their
24 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.
25 California Labor Code section 203 provides that if an employer willfully fails to pay wages
26 owed, in accordance with sections 201 and 202, then the wages of the employee shall continue
27 as a penalty from the due date thereof at the same rate until paid or until an action is commenced;
28 but the wages shall not continue for more than thirty (30) days.

117. Plaintiff and the other class members are entitled to recover from Defendants the

1 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
2 pursuant to California Labor Code section 203.

3
4 **SIXTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

6 **(Violation of California Labor Code § 226(a))**

7 **(Against All Defendants, and DOES 1 through 50)**

8 118. Plaintiff realleges and incorporates by reference the preceding paragraphs as
9 though fully set forth herein.

10 119. At all material times set forth herein, California Labor Code section 226(a)
11 provides that every employer shall furnish each of his or her employees an accurate itemized
12 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
13 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
14 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
15 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
16 dates of the period for which the employee is paid, (7) the name of the employee and his or her
17 social security number, (8) the name and address of the legal entity that is the employer, and (9)
18 all applicable hourly rates in effect during the pay period and the corresponding number of hours
19 worked at each hourly rate by the employee. The deductions made from payments of wages
20 shall be recorded in ink or other indelible form, properly dated, showing the month, day, and
21 year, and a copy of the statement or a record of the deductions shall be kept on file by the
22 employer for at least three years at the place of employment or at a central location within the
23 State of California.

24 120. Defendants have intentionally and willfully failed to provide Plaintiff and the
25 other class members with complete and accurate wage statements. The deficiencies include but
26 are not limited to the failure to include the total number of hours worked by Plaintiff and the
27 other class members.

28 121. As a result of Defendants' violation of California Labor Code section 226(a),
Plaintiff and the other class members have suffered injury and damage to their statutorily

1 protected rights.

2 122. More specifically, Plaintiff and the other class members have been injured by
3 Defendants' intentional and willful violation of California Labor Code section 226(a) because
4 they were denied both their legal right to receive, and their protected interest in receiving,
5 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

6 123. Plaintiff and the other class members are entitled to recover from Defendants the
7 greater of their actual damages caused by Defendants' failure to comply with California Labor
8 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

9 124. Plaintiff and the other class members are also entitled to injunctive relief to ensure
10 compliance with this section, pursuant to California Labor Code section 226(h).

11 **SEVENTH CAUSE OF ACTION**

12 **FAILURE TO KEEP REQUISITE PAYROLL RECORDS**

13 **(Violation of California Labor Code§ 1174(d))**

14 **(Against all Defendants and DOES 1 through 50)**

15
16 125. Plaintiff realleges and incorporates by reference the preceding paragraphs as
17 though fully set forth herein.

18 126. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
19 central location in the state or at the plants or establishments at which employees are employed,
20 payroll records showing the hours worked daily by and the wages paid to, and the number of
21 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
22 respective plants or establishments. These records shall be kept in accordance with rules
23 established for this purpose by the commission, but in any case, shall be kept on file for not less
24 than two years.

25 127. Defendants have intentionally and willfully failed to keep accurate and complete
26 payroll records showing the hours worked daily and the wages paid to Plaintiff and the other
27 class members.

28 128. As a result of Defendants' violation of California Labor Code section 1174(d),
Plaintiff and the other class members have suffered injury and damage to their statutorily

1 protected rights.

2 129. More specifically, Plaintiff and the other class members have been injured by
3 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
4 they were denied both their legal right and protected interest, in having available, accurate and
5 complete payroll records pursuant to California Labor Code section 1174(d).

6
7 **EIGHTH CAUSE OF ACTION**

8 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

9 **(Violation of California Labor Code §§ 2800 and 2802)**

10 **(Against All Defendants and DOES 1 through 50)**

11 130. Plaintiff realleges and incorporates by reference the preceding paragraphs as
12 though fully set forth herein.

13 131. Pursuant to California Labor Code sections 2800 and 2802, an employer must
14 reimburse its employee for all necessary expenditures incurred by the employee in direct
15 consequence of the discharge of his or her job duties or in direct consequence of his or her
16 obedience to the directions of the employer.

17 132. Plaintiff and the other class members incurred necessary business-related
18 expenses and costs that were not fully reimbursed by Defendants.

19 133. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
20 other class members for all necessary business-related expenses and costs.

21 134. Plaintiff and the other class members are entitled to recover from Defendants their
22 business-related expenses and costs incurred during the course and scope of their employment,
23 plus interest accrued from the date on which the employee incurred the necessary expenditures
24 at the same rate as judgments in civil actions in the State of California.

25 **NINTH CAUSE OF ACTION**

26 **UNFAIR BUSINESS COMPETITION**

27 **(Violation of Business & Professions Code § 17200, et seq.)**

28 **(Against All Defendants and DOES 1 through 50)**

1 135. Plaintiff realleges and incorporates by reference the preceding paragraphs as
2 though fully set for herein.

3 136. Defendants, and each of them, have engaged and continue to engage in unfair and
4 unlawful business practices in California by practicing, employing and utilizing the employment
5 practices outlined above, include, to wit, by: (a) failing to pay overtime for all hours worked, in
6 violation of Labor Code §§ 510, 558, 1194, and 1197.1; (b) failing to pay minimum wages for
7 all hours worked in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (c) failing to
8 provide off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (d) failing
9 to reimburse business expenses in violation of Labor Code § 2802; and (e) engaging in Unfair
10 Business Practices in violation of the UCL, all in violation of the California Labor Code and
11 applicable IWC Wage Orders.

12 137. Defendants' utilization of such unfair and unlawful business practices constitutes
13 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

14 138. Plaintiff seeks, individually and on behalf of other members of the Class similarly
15 situated, full restitution of monies, as necessary and according to proof, to restore any and all
16 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
17 complained of herein.

18 139. Plaintiff is informed and believes, and based thereon alleges, that at all times
19 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
20 as proscribed by California Business and Professions Code § 17200, et seq., including those set
21 forth herein above thereby depriving Plaintiff and other members of the Class the minimum
22 working condition standards and conditions due to them under the California laws and the
23 applicable IWC Wage Orders as specifically described therein.

24 **TENTH CAUSE OF ACTION**

25 **PRIVATE ATTORNEYS GENERAL ACT**

26 **(Violation of Cal. Lab. Code § 2699, et seq.)**

27 **(Against All Defendants and DOES 1 through 50)**

28 140. Plaintiff hereby realleges and incorporates by reference all paragraphs above as

1 though fully set forth herein.

2 141. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action
3 under PAGA only after giving the LWDA and the employer notice of the Labor Code sections
4 alleged to have been violated.

5 142. Plaintiff gave written notice of the specified provisions alleged to have been
6 violated, including the facts and theories to support the alleged violations, as required by Labor
7 Code section 2699.3. This written notice was provided via certified mail to Defendants and to
8 the LWDA by electronically filing the notice via the Department of Industrial Relations' website
9 on September 18, 2023.

10 143. Labor Code section 2699.3(a)(2)(C), "Notwithstanding any other provision of law,
11 a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising
12 under this part at any time within 60 days of the time periods specified in this part."

13 144. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
14 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
15 divisions, commissions, boards, agencies or employees for violation of the code may, as an
16 alternative, be recovered through a civil action brought by an Aggrieved Employees on behalf
17 of himself and other current or former employees pursuant to the procedures specified in Labor
18 Code section 2699.3.

19 145. For all provisions of the Labor Code except those for which a civil penalty is
20 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one
21 hundred dollars (\$100.00) for each Aggrieved Employees per pay period for the initial violation
22 and two hundred dollars (\$200.00) for each Aggrieved Employees per pay period for each
23 subsequent pay period in which Defendants violated these provisions of the Labor Code.

24 146. Defendants' conduct violates numerous Labor Code sections, including, but not
25 limited to, the following:

26 a) Violations of Labor Code §§ 2100 - 2112;

27 b) Failure to Pay All Earned Wages Including Minimum and Overtime Wages
28 §§ 204, 206, 226.2, 226.8, 227.3, 510, 1182.12, 1194, 1194.2, 1197;

- c) Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7, 512 and the applicable Wage Orders, § 11;
- d) Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 and applicable Wage Orders § 12;
- e) Failure to Provide Recovery Periods in Violation of Labor Code §§ 226.7;
- f) Failure to Provide Wage Statements and Payroll Records in Violation of Labor Code §§ 226;
- g) Failure to Provide Accurate Itemized Wage Statements in Violation of Labor Code §§ 226, 226.3, and 1174;
- h) Failure to Reimburse for Necessary Business Expenditures; Labor Code § 2802;
- i) Failure to pay Plaintiff and Aggrieved Employees waiting time penalties upon separation of employment pursuant to Labor Code §§ 201-204;
- j) Failure to provide accurate itemized wage statements to Plaintiff and other Aggrieved Employees pursuant to Labor Code §§ 226, 226.3;
- k) Failure to maintain adequate and legal temperature controls pursuant to section 15 of the Wage Orders and heat illness prevention CalOSHA regulations;
- l) Failure to maintain accurate records regarding the employment of Plaintiff and other Aggrieved Employees as herein alleged pursuant to Labor Code §§ 1174 and 1174.5;
- m) Violations of Labor Code sections 98.6, 98.7, 226, and 1198.5.

147. Further, Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was

1 underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
2 employee for each pay period for which the employee was underpaid.”

3 148. Labor Code section 1197.1 also provides “[a]ny employer or other person acting
4 either individually or as an officer, agent, or employee of another person, who pays or causes to
5 be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
6 or by an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any
7 initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid
8 employee for each pay period for which the employee is underpaid . . . (2) For each subsequent
9 violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid
10 employee for each pay period for which the employee is underpaid regardless of whether the
11 initial violation is intentionally committed.”

12 149. As set forth above, Defendants have violated numerous provisions of the Labor
13 Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff
14 also seeks the remedies set forth in Labor Code sections 558 and 1197.1 for himself, the
15 underpaid employees, and the State of California.

16 150. Plaintiff is an “Aggrieved Employees” because she was employed by the alleged
17 violators and had one or more of the alleged violations committed against him, and therefore is
18 properly suited to represent the interests of all other Aggrieved Employees.

19 151. Plaintiff has exhausted the procedural requirements under Labor Code section
20 2699.3 as to Defendants and are therefore able to pursue a claim for penalties on behalf of himself
21 and all other Aggrieved Employees under PAGA.

22 152. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff are entitled
23 to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
24 cited above and alleged throughout this Complaint.

25 153. For bringing this action, Plaintiff are entitled to attorney’s fees and costs incurred
26 herein.
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

Dated: December 8, 2025

WORK LAWYERS PC

Justin Lo, Esq.
Attorney for Plaintiff JENNIFER GRAJEDA, and
all similarly situated employees

EXHIBIT A



NOTICE OF LABOR CODE VIOLATIONS - PAGA
(Labor Code § 2699.3)

DATE September 18, 2023

DELIVERY Online Filing and Certified U.S. Mail

RECIPIENTS California Workforce Development Agency
PAGAfilings@dir.ca.gov

SUBJECT: Jennifer Grajeda v. Williams-Sonoma Stores, Inc.; ET AL — NOTICE OF LABOR CODE VIOLATIONS UNDER CAL. LABOR CODE §2699.3

Dear Representative:

The office represents Jennifer Grajeda (“Ms. Grajeda”) with respect to her claims against Williams-Sonoma Stores, Inc., for violations of the California Labor Code and IWC Wage Orders. This letter is being sent simultaneously to Employers by certified mail. The above-named Employers are joint employers as they engaged Ms. Grajeda and Aggrieved Employees as there was sufficient control over wages, working conditions, whether directly or indirectly. Employers are a corporation doing business in the State of California. Employer employed Ms. Grajeda from approximately October 2022 to approximately September 11, 2023, as a non-exempt/hourly employee. During her employment with Employers, Ms. Grajeda was employed as “Customer Service” at Employers’ kitchenware and home furnishings business located at 1 Mills Cir Ste XL, Ontario CA 91764.

Ms. Grajeda intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, et seq., the Private Attorneys General Act of 2004 (“PAGA”). Ms. Grajeda is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of any of the Employers (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employers violated several of California’s wage and hour laws during Ms. Grajeda employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Order”) including inter alia, IWC Wage Order No. 5. The claims made on behalf of Ms. Grajeda and Aggrieved Employees are based upon the following facts and theories:



1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION.

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Ms. Grajeda and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

First, Employers regularly required Ms. Grajeda and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Ms. Grajeda and Aggrieved Employees to: (1) respond to Employers and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. Ms. Grajeda and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Ms. Grajeda and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Ms. Grajeda and Aggrieved Employees to perform work off-the-clock without compensation, Employers also failed to accurately record the actual time worked by Ms. Grajeda and Aggrieved Employees, which resulted in a failure to pay Ms. Grajeda and Aggrieved Employees for all hours worked, including minimum wages, straight time wages and overtime wages. Finally, and as a matter of policy and/or practice, Employers failed to pay overtime to Ms. Grajeda and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration. Ms. Grajeda and Aggrieved Employees also receive non-discretionary bonus pay that was not factored into Aggrieved Employees regular rate of pay.

As a result of the foregoing practices, Employers have failed to pay Ms. Grajeda and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Order No. 5 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Ms. Grajeda and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS



Employers failed to provide Ms. Grajeda and Aggrieved Employees with legally compliant 30-minute meal periods. Employers required Ms. Grajeda and Aggrieved Employees to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Ms. Grajeda and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Ms. Grajeda and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Ms. Grajeda and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Ms. Grajeda and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Ms. Grajeda and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Ms. Grajeda and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Ms. Grajeda and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Ms. Grajeda and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to in-person verbal interruptions; and (7) Employers' policy and culture prevented Ms. Grajeda and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Ms. Grajeda and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employers violated IWC Wage Order No. 5 and California Labor Code sections 226.7(a), 512(a) and 1198.

Ms. Grajeda and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code California Labor Code sections 558 and 1199; and attorneys' fees and costs.



3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS.

Employers failed to authorize and permit Ms. Grajeda and Aggrieved Employees take legally compliant 10-minute periods. Employers required Ms. Grajeda and Aggrieved Employees to work through rest periods. Ms. Grajeda and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Ms. Grajeda and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Ms. Grajeda and Aggrieved Employees were never completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Ms. Grajeda and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Ms. Grajeda and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Ms. Grajeda and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Ms. Grajeda and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Ms. Grajeda and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to in person verbal interruptions; and (7) Employers' policy and culture prevented Ms. Grajeda and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Ms. Grajeda and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods, which were not provided to them in compliance with California law.

Accordingly, Employers violated IWC Wage Order No. 5 and California Labor Code sections 226.7(a), and 1198.



Ms. Grajeda and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT.

As to each pay period, Employers have failed to timely pay all wages earned because Ms. Grajeda and Aggrieved Employees were not paid all the wages they were owed including, inter alia, overtime compensation, straight time wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Ms. Grajeda and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES.

As to each pay period, Employers have failed to timely pay all wages earned because Ms. Grajeda and Aggrieved Employees were not paid all the wages they were owed including, inter alia, overtime compensation, straight time wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 201(a), 202(a) and 203(a).

Ms. Grajeda and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS.

As a result of the practices described above, the wage statements provided to Ms. Grajeda and Aggrieved Employees never included the actual hours worked, the name and address of the legal employing entity, and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Ms. Grajeda and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

7. FAILURE TO MAINTAIN ACCURATE RECORDS.

Employers have failed to maintain accurate records relating to Ms. Grajeda and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated IWC Wage Order No. 5 and California Labor Code sections 1198.5 and 1174(d). As a result of Employers illegal and detrimental time



rounding policy, Ms. Grajeda and Aggrieved Employees compensable work time was improperly recorded depriving them of all their earned compensable work time.

Ms. Grajeda and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of her or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 5 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Ms. Grajeda and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the use of Ms. Grajeda and Aggrieved Employees of their personal cell phone to send and receive messages and calls with supervisors to understand their duties and the scope of work.

Accordingly, Employers violated IWC Order No. 5 and California Labor Code sections 2800 and 2802.

Ms. Grajeda and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; and attorneys' fees and costs.

9. FAILURE TO PAY VACATION TIME.

Pursuant to California Labor Code section 227.3, ". . . whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off her vested vacation time, all vested vacation shall be paid to him as wages at her final rate in accordance with such contract of employment or employer policy respecting eligibility or time served." During the relevant time period, Employers failed to pay Ms. Grajeda and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employers have violated California Labor Code section 227.3.

Ms. Grajeda and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; California Labor Code section 227 penalties; and attorneys' fees and costs.



Sincerely,

Justin Lo

JUSTIN LO ESQ.

Notice provided to Employers via Certified Mail

Williams-Sonoma Stores, Inc
Human Resources/ Legal Department
3250 Van Ness Ave.
San Francisco, CA 94109

1505 Corporation
CSC - Lawyers Incorporating Service
Becky DeGeorge
Agent for Service of Process for
Williams-Sonoma Stores, Inc
2710 Gateway Oaks Drive
Sacramento, CA 95833

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 22939 Hawthorne Blvd, Suite 300 Torrance, CA 90505.

On December 8, 2025, I served **PLAINTIFF'S SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE SECTION 2698, ET. SEQ.)** on the person(s) below as follows:

Scott Morrison, Esq.
ORRICK, HERRINGTON & SUTCLIFFE LLP
1050 Main Street, Suite 1100
Irvine, CA 92614-8255
scott.morrison@orrick.com

Jessica R. Perry, Esq.
ORRICK, HERRINGTON & SUTCLIFFE LLP
1000 Marsh Road
Menlo Park, CA 94025-1015
jperry@orrick.com

Attorneys for Defendant
WILLIAMS-SONOMA
STORES, INC.

Alexandra Stathopoulos, Esq.
ORRICK, HERRINGTON & SUTCLIFFE LLP
The Orrick Building
405 Howard Street
San Francisco, CA 94105-2669
astathopoulos@orrick.com

The document(s) were served by the following means:

☐ BY MAIL: I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

XX BY E-MAIL: I sent the documents by e-mail to the e-mail address mentioned above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 8, 2025, at Torrance, California.

David Ramos Vasquez

David Ramos Vasquez