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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By R. Perez, Deputy Clerk

Attorneys for Plaintiffs

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10 GLORIA BARBA an individual,

11 Plaintiff,

12 v.

13 99 CENTS ONLY STORES LLC, a California
14 limited liability company; and DOES 1 – 20
15 inclusive,

16 Defendants.

Case No.: 23STCV30676

COMPLAINT FOR DAMAGES

**1. Private Attorneys General Act (“PAGA”)
– Labor Code §§ 2698, et seq.**

DEMAND FOR JURY TRIAL

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22 **COMPLAINT FOR DAMAGES**

23 Plaintiff Gloria Barba (“Plaintiff” or “Barba”) complains and alleges as follows:

24 **THE PARTIES**

25
26 1. Plaintiff Gloria Barba is an individual residing in the State of California and the County of Los
27 Angeles, and was an employee at the 99 Cents Only store located at 8429 Laurel Canyon
28

1 Boulevard – sometimes listed as 8437 Laurel Canyon Boulevard – in Los Angeles County,
2 California. Plaintiff is a female over the age of forty (40) years.

3 2. Defendant 99 Cents Only Stores LLC (“Defendant” or “99 Cents Only”) was and is a California
4 corporation with its principal place of business at 4000 East Union Pacific Avenue, City of
5 Commerce, California 90023, and doing business at 8437 Laurel Canyon Boulevard, Sun Valley,
6 California 91352. Defendant 99 Cents Only operates retail stores throughout California, as well as
7 in Nevada, Arizona, and Texas.

8 3. Plaintiff is unaware of the true names of Defendants Does 1 through 20. Said Defendants are
9 sued by said fictitious names. The pleadings will be amended as necessary to obtain relief
10 against Defendants Does 1 through 20 when the true names and capacities are ascertained or
11 when such facts pertaining to their liability are ascertained, or as permitted by law or by the
12 Court. They include all parent companies of, subsidiaries of, and companies owned by the
13 named Defendants, and any alter egos, as well as any joint employers of Plaintiff.

14 4. Herein, “Defendants” means Defendant 99 Cents Only and the fictitiously named Defendants,
15 each and all of them. Hereinafter in the Complaint, unless otherwise specified, reference to a
16 Defendant shall refer to all Defendants, inclusive, and each of them.

17 5. Plaintiff is informed and believes and on that basis alleges that at all relevant times each
18 Defendant, directly or indirectly, or through agents or other persons, and exercised control
19 over Plaintiff’s wages, hours, and working conditions. Plaintiff is informed and believes and
20 thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner,
21 joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent
22 corporation, successor in interest and/or predecessor in interest of some or all of the other
23 Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for
24 profit, and bore such other relationships to some or all of the other Defendants so as to be
25 liable for their conduct with respect to the matters alleged below. Plaintiff is informed and
26 believes and thereon alleges that each Defendant acted pursuant to and within the scope of the
27 relationships alleged above, that each Defendant knew or should have known about, and
28

1 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
2 Defendants.

3 6. All Defendants reside within the County of Los Angeles. Therefore, venue is proper in the
4 Superior Court of Los Angeles.

5 7. Unless otherwise specified herein, the wrongful conduct described herein took place in the
6 County of Los Angeles.

7 8. Unless otherwise specified, the allegations in this Complaint pertain to the entire periods of
8 time covered by the relevant statutes of limitations of the causes of action in which the
9 allegations appear.

10 9. The allegations in this Complaint are made without any admission that, as to any particular
11 allegation, Plaintiff bears the burden of pleading, proof, or persuasion. All rights to plead in
12 the alternative are reserved.

13
14 **COMMON ALLEGATIONS**

15 10. Defendant 99 Cents Only is a large retailer with stores located throughout California, as well
16 as Arizona, Nevada, and Texas.

17 11. Plaintiff Gloria Barba began working at the 99 Cents Only Store at 8429 Laurel Canyon
18 Boulevard – sometimes listed as 8437 Laurel Canyon Boulevard (the “store” or the “99”) as a
19 cashier in or about June of 2014.

20 12. Plaintiff was unfairly terminated on account of her age and in retaliation for opposing sexual
21 harassment. Claims arising from Defendants’ unlawful conduct with respect to these issues
22 have been brought in Arbitration.

23 13. During her time working for the 99, Plaintiff was never provided a chair to sit in. The duties
24 and circumstances of cashier work at the 99 are such that an employee could sit while doing
25 the job, yet chairs were not provided. Likewise, no chairs were provided outside the break
26 room for “lull” periods, and the break room chairs were only available to employees on break.
27 Moreover, Plaintiff and other employees were repeatedly told by Management employees,
28 including Jose and Julio, that they were not allowed to sit at all while working. On numerous

occasions, Plaintiff observed Jose admonish three different cashiers for sitting or leaning on the bag stand at the end of the cash register.

14. Additionally, insufficient seating was provided for employees who were on break.

15. 99 Cents Only Stores has been sued at least twice for seating violations, and was ordered by the Los Angeles County Superior Court to remedy its seating violations in 2017. However, it failed and refused to do so, and continues to deny seating to cashiers.

16. At least at the store where Plaintiff worked, 99 Cents Only Stores actually reduced break room seating even further after the 2017 PAGA settlement for insufficient seating, in spite of being ordered by a Court to remedy its violations.

17. The denial of suitable seating caused Plaintiff and all other cashiers employed at 99 Cents Only stores damages in form of inconvenience, pain, and suffering.

18. Plaintiff timely filed a Notice of Claim Under the Private Attorney Generals Act with the Labor Workforce Development Agency (“LWDA”) on October 12th, 2023. To date, the LWDA has not indicated that it intends to investigate the violations discussed herein.

FIRST CAUSE OF ACTION
Private Attorneys General Act (“PAGA”) – Labor Code §§ 2698, et seq.
(By Plaintiff and on Behalf of All Aggrieved Employees, and Against All Defendants)

19. Plaintiffs reallege the statements and allegations contained in paragraphs 1 – 34 of this Complaint as though fully alleged herein.

20. California Labor Code §1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Wage Order.

21. IWC Wage Order 7, which covers businesses in the “mercantile industry” such as 99 Cents Only and which applied to the employment of Plaintiff and all cashiers employed by Defendants, provides that “All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

22. As alleged more fully above, Defendants failed to provide its cashier employees throughout the state of California, including Plaintiff, with seats—despite the fact that the nature of work at the cosmetic counter reasonably permits the use of seats.

1 23. By failing to provide Plaintiff and the other current and former cashier employees with suitable
2 seats in violation of Wage Order 7, Defendants violated California Labor Code § 1198.

3 24. The Private Attorney Generals Act (“PAGA”) permits an “aggrieved employee” to recover
4 penalties on behalf of herself and other current or former employees as a result of the
5 employer’s violation of certain sections of California Labor Code. Plaintiff is and was an
6 aggrieved employee as defined in Labor Code § 2699(a), in that Plaintiff was employed by
7 Defendants and was not provided with a seat, in violation of Labor Code § 1198 and Wage
8 Order 7.

9 25. Plaintiff was harmed by Defendants’ failure to provide adequate seating because she was
10 required to stand for extended periods of time despite the fact that the nature of her work did
11 not require that she remain standing at all times.

12 26. Plaintiff timely filed a Notice of Claim Under the Private Attorney Generals Act with the
13 Labor Workforce Development Agency (“LWDA”) on October 12th, 2023. To date, the
14 LWDA has not indicated that it intends to investigate the violations discussed herein.
15 although 65 calendar days have elapsed since the postmark date of Plaintiff’s notice. Plaintiff
16 has exhausted all requisite administrative remedies.

17 27. As a direct, proximate, and legal result of Defendants’ unlawful conduct, Plaintiff is entitled to
18 the civil penalties provided for by California Labor Code Section 2699. These individual civil
19 penalties are sought in the Arbitration proceeding, rather than in this case.

20 28. Plaintiff was paid on a bi-weekly basis, and is informed, believes, and on that basis alleges that
21 the other aggrieved employees were as well.

22 29. Given that Defendants have been on notice of their violations since prior to 2017, each
23 violation was a continuing violation.

24 30. As a direct, proximate, and legal result of Defendants’ unlawful conduct, the aggrieved
25 employees are entitled to the civil penalties provided for by California Labor Code Section
26 2699.

27 31. Plaintiff’s claims under PAGA are submitted here on behalf of the aggrieved employees only,
28 per the terms of adhesive Arbitration Agreement Plaintiff was forced to sign as a condition of

1 her employment, and the rulings in, e.g., *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th
2 1104, 1126 – 1127.

3 32. As a further direct, legal, and proximate result of Defendants’ conduct, Plaintiff was caused to
4 and did employ the services of counsel to prosecute this action, and is accordingly entitled to
5 an award of attorney’s fees according to proof.

6 **PRAYER**

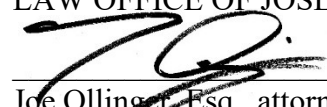
7 WHEREFORE, Plaintiff prays for judgment as follows:

- 8 1. For each aggrieved employee, for PAGA penalties in the amount of \$200 per pay period for
9 the entire period covered by the statute of limitations;
10 2. For prejudgment and post-judgment interest according to law;
11 3. For such reasonable attorney fees and costs as are available under California law;
12 4. For such other and further relief as the Court should deem just and proper.

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14
15 Dated: December 18th, 2023

By:

LAW OFFICE OF JOSEPH B. OLLINGER PC



Joe Ollinger, Esq., attorney for Plaintiff
GLORIA BARBA