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Superior Court of California,
County of Alameda

01/31/2024 at 06:01:43 PM

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

SHAMIYA TUCKER, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

BATH & BODY WORKS, LLC, BATH & BODY
WORKS DIRECT, INC., and BATH & BODY
WORKS, INC.,

Defendants.

Case No. **24CV062098**

**COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) and (f)
OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT
AND DEMAND FOR JURY TRIAL**

1 Plaintiff Shamiya Tucker (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendants Bath & Body Works, LLC,
5 Bath & Body Works Direct, Inc. and Bath & Body Works, Inc. (“Defendants” or “Bath & Body
6 Works”) on behalf of the State of California and individuals who have worked for Defendants in
7 California as non-exempt hourly employees and have been subject to Defendants’ timekeeping and
8 security-check policies and practices (the “Aggrieved Employees”). Throughout the relevant time
9 period, Plaintiff and Aggrieved Employees have been denied proper payment for all hours worked,
10 including overtime, and have been forced to wait in security-check lines while off-the-clock.
11 Furthermore, throughout the relevant time period, Defendants have failed to provide Plaintiff and
12 Aggrieved Employees timely and compliant wage statements and have failed to pay all wages owed
13 after separation of employment to Plaintiff and Aggrieved Employees, pursuant to California law.

14 2. Defendants maintain a longstanding policy and/or practice of failing to properly
15 compensate non-exempt employees for work performed while “off-the-clock,” including but not
16 limited to pre-shift work, where employees are directed arrive ten to fifteen minutes early for their
17 shifts and to begin working, and post-shift work, where employees are directed to clock out then spend
18 time in a security-check line, which varied in length.

19 3. Plaintiff and Aggrieved Employees bring this action to challenge Defendants’ policies
20 and practices of (1) failing to pay Plaintiff and Aggrieved Employees all minimum wages owed; (2)
21 failing to pay Plaintiff and Aggrieved Employees overtime wages; (3) failing to compensate Plaintiff
22 and Aggrieved Employees for all hours worked; (4) failing to provide Plaintiff and Aggrieved
23 Employees accurate, itemized wage statements; and (5) failing to timely pay Plaintiff and Aggrieved
24 Employees full wages upon termination or resignation.

25 4. Plaintiff and Aggrieved Employees seek penalties under the Labor Code Private
26 Attorneys General Act of 2004 (“PAGA”).
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1 **JURISDICTION AND VENUE**

2 5. This Court has jurisdiction over Plaintiff's claims for penalties pursuant to the PAGA.
3 The Court also has jurisdiction over Defendants because Defendants do business in the State of
4 California and are registered with the California Secretary of State.

5 6. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§ 393
6 and/or 395.5. Defendants conduct business in this County, employ Aggrieved Employees in this
7 County, have jobsites in this County, and therefore liability, as well as the cause, or some part of the
8 cause, arose in this County.

9 **PARTIES**

10 7. Plaintiff Shamiya Tucker is an individual over the age of eighteen, and at all times
11 relevant to this Complaint was a resident of California. Plaintiff was employed as a non-exempt "sales
12 associate" employee by Defendants at the Bath & Body Works store in San Bernardino, California
13 from approximately September 2020 to December 2022. Plaintiff has standing to bring this action as
14 the representative and proxy of the State of California pursuant to PAGA, which is legally and
15 conceptually different from an employee's own suit for damages and statutory penalties.

16 8. Plaintiff is informed, believes, and thereon alleges that Defendant Bath & Body Works,
17 LLC is a Delaware limited liability company with its principal place of business located in Columbus,
18 Ohio, and is registered to do business in California. Defendant Bath & Body Works, LLC may be
19 served with process by serving its registered agent, C T Corporation System, 818 West Seventh Street,
20 Suite 930, Los Angeles, California 90017.

21 9. Plaintiff is informed, believes, and thereon alleges that Defendant Bath & Body Works
22 Direct, Inc. is a Delaware corporation with its principal place of business located in Columbus, Ohio.
23 Defendant Bath & Body Works Direct, Inc. may be served with process by serving its registered agent,
24 C T Corporation System, 818 West Seventh Street, Suite 930, Los Angeles, California 90017.

25 10. Plaintiff is informed, believes, and thereon alleges that Defendant Bath & Body Works,
26 Inc. (formerly L Brands, Inc.) is a Delaware corporation with its principal place of business located in
27 Columbus, Ohio. Defendant Bath & Body Works, Inc. may be served with process by serving its
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1 registered agent, the Corporation Trust Company, Corporation Trust Center, 1209 Orange Street,
2 Wilmington, Delaware 19801.

3 11. Plaintiff is informed, believes, and thereon alleges that, in California, Defendants own,
4 operate, and/or manage retail stores throughout the state doing business as Bath & Body Works.
5 Plaintiff is informed, believes, and thereon alleges that Defendants employ, individually and/or jointly,
6 Aggrieved Employees, among other hourly employees, in this County and throughout California.

7 12. Plaintiff is informed, believes, and thereon alleges that Defendants jointly exercised
8 control over Plaintiff and Aggrieved Employees with respect to their employment.

9 13. Plaintiff is informed and believes that each and every one of the acts and omissions
10 alleged herein were performed by, and/or attributable to, Defendants, each acting as agents and/or
11 employees, and/or under the direction and control of each of the other, and that said acts and failures
12 to act were within the course and scope of said agency, employment and/or direction and control.

13 14. At all material times, Defendants have done business under the laws of California, have
14 had places of business in California, including in Alameda County, and have employed Aggrieved
15 Employees in this County and elsewhere throughout California. Defendants are “person[s]” as defined
16 in Labor Code § 18, and are “employer[s]” as that term is used in the Labor Code and the IWC Wage
17 Orders regulating wages, hours, and working conditions.

18 15. Defendants employ Aggrieved Employees, because Defendants, directly or indirectly,
19 control the employment terms, pay practices, timekeeping practices, and daily work of Plaintiff and
20 similarly situated employees.

21 **FACTUAL ALLEGATIONS**

22 16. Defendants operate a chain of retail stores throughout the United States and California.
23 Defendants employ thousands of hourly non-exempt workers similarly situated to Plaintiff across
24 these facilities.

25 17. Plaintiff worked at the Bath & Body Works store in San Bernardino, California as a
26 non-exempt employee as a “sales associate” from approximately September 2020 to December 2022.
27 Plaintiff was paid at an hourly rate of approximately \$18.50. While Ms. Tucker’s shifts varied in
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1 length, on average, Ms. Tucker worked 20-30 hours per week.

2 18. Aggrieved Employees were and are employed by Defendants and performed work
3 materially similar to Plaintiff throughout California, including in this County.

4 19. Aggrieved Employees perform their jobs under Defendants' supervision and using
5 materials and technology approved and supplied by Defendants.

6 20. Aggrieved Employees are required to follow and abide by common work, time, and
7 pay policies and procedures in the performance of their jobs.

8 21. At the end of each pay period, Aggrieved Employees receive wages from Defendants
9 that are determined by common systems and methods that Defendants select and control.

10 22. Defendants pay Aggrieved Employees on an hourly rate basis.

11 23. As a matter of policy and or/practice, Defendants routinely make Plaintiff and
12 Aggrieved Employees wait in security-check lines at the end of their shift after they have already
13 clocked out and are off-the-clock. Plaintiff and Aggrieved Employees are required to wait
14 approximately five minutes, sometimes even longer. This time spent waiting in the security check
15 lines is compensable, but nevertheless goes unpaid.

16 24. Defendants also encouraged and/or instructed Plaintiff and Aggrieved Employees
17 encouraged and/or instructed to arrive at work early, and begin preparing for their day and working
18 for Defendants' benefit before clocking in. Plaintiff and Aggrieved Employees had to arrive
19 approximately 10-15 minutes early.

20 25. As a result of this off-the-clock work, Plaintiff and Aggrieved Employees are not
21 adequately compensated for all hours worked at their regular rate or at the applicable overtime rates.

22 26. Defendants' common course of wage-and-hour abuse includes routinely failing to
23 maintain true and accurate records of the hours worked by Aggrieved Employees. In particular,
24 Defendants have failed to record hours that Plaintiff and Aggrieved Employees worked off the clock
25 and have failed to accurately record their earned gross and net wages.

26 27. Defendants' failure to record all hours worked results in a failure to provide Aggrieved
27 Employees, including Plaintiff, accurate itemized wage statements as required by California law. The
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1 wage statements Defendants provide are not accurate because they do not reflect the actual hours or
2 wages for Plaintiff and Aggrieved Employees.

3 28. Further, Defendants do not provide Aggrieved Employees, including Plaintiff, whose
4 employment with Defendants has ended, with full payment of all wages owed at the end of their
5 employment. As these workers are owed for off-the-clock work, including unpaid overtimes, when
6 their employment ends, and these amounts remain unpaid under Defendants' policies and practices,
7 Defendants fail to pay all wages due upon termination. As a consequence, Defendants are subject to
8 waiting time penalties.

9 29. Defendants have employed thousands of people similarly situated to Plaintiff.

10 30. Defendants' method of paying Plaintiff and Aggrieved Employees is willful, and is not
11 based on a good faith and reasonable belief that their conduct complies with California law.
12 Defendants' conduct causes significant damages to non-exempt hourly employees in an amount to be
13 determined at trial.

14 **FIRST CAUSE OF ACTION**
15 **Penalties Pursuant to Labor Code § 2699(a)**
16 **(On Behalf of the State of California and Aggrieved Employees)**

17 31. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
18 herein.

19 32. Labor Code § 2699(a) provides:

20 Notwithstanding any other provision of law, any provision of this code that
21 provides for a civil penalty to be assessed and collected by the Labor and
22 Workforce Development Agency or any of its departments, divisions,
23 commissions, boards, agencies or employees, for a violation of this code,
24 may, as an alternative, be recovered through a civil action brought by an
25 aggrieved employee on behalf of himself or herself and other current or
26 former employees.

27 33. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
28 Defendants, as alleged above, to timely pay all wages owed to Plaintiff and Aggrieved Employees in
violation of: (i) Labor Code § 204 in the amounts established by Labor Code § 210; (ii) Labor Code §
1182.12 in the amounts established by Labor Code § 1197.1; (iii) Labor Code § 510 in the amounts

1 established by Labor Code §§ 210 and/or 558; Labor Code §§ 201-202 in the amounts established by
2 Labor Code § 256.

3 34. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
4 Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage
5 statement in compliance with Labor Code § 226(a) in the amounts established by Labor Code §§
6 226(e) and/or 226.3.

7 35. Pursuant to Labor Code § 2699.3(a)(1) and (2), on November 6, 2023, Plaintiff
8 provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to
9 assert the claims in this action. As of January 10, 2024, sixty-five calendar days has passed without
10 notice from the LWDA, and Plaintiff therefore satisfied the administrative prerequisite to commence
11 a civil action in compliance with § 2699.3(a).

12 36. Plaintiff seeks the aforementioned penalties on behalf of the State and Aggrieved
13 Employees as set forth in Labor Code § 2699(g)(i).

14 37. Defendants are liable to Aggrieved Employees and the State of California for the civil
15 penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees and costs
16 as set forth below.

17 38. Wherefore, Plaintiff request relief as hereinafter provided.

18 **SECOND CAUSE OF ACTION**
19 **Penalties Pursuant to Labor Code § 2699(f)**
20 **(On Behalf of the State of California and Aggrieved Employees)**

21 39. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
22 herein.

23 40. Labor Code § 2699(f) provides:

24 For all provisions of this code except those for which a civil penalty is
25 specifically provided, there is established a civil penalty for a violation of these
26 provisions, as follows: . . . (2) If, at the time of the alleged violation, the person
employs one or more employees, the civil penalty is one hundred dollars
(\$100) for each aggrieved employee per pay period for the initial violation and
two hundred dollars (\$200) for each aggrieved employee per pay period for
each subsequent violation.

27 41. To the extent than any violation alleged herein does not carry penalties under Labor
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1 Code § 2699(a) and/or on alternate theories, Plaintiff seeks civil penalties pursuant to Labor Code §
2 2699(f) for Plaintiff and Aggrieved Employees each pay period in which they were aggrieved, in the
3 amounts established by Labor Code § 2699(f). Plaintiff seeks civil penalties under Labor Code §
4 2699(f) for Defendants' violations of Labor Code §§ 201, 202, 204, 226, 510, 1194, and 1198.

5 42. Pursuant to Labor Code § 2699.3(a)(1) and (2), on November 6, 2023, Plaintiff
6 provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to
7 assert the claims in this action. As of January 10, 2024, sixty-five calendar days have passed without
8 notice from the LWDA, and Plaintiff therefore has satisfied the administrative prerequisite to
9 commence a civil action in compliance with § 2699.3(a).

10 43. Plaintiff seeks the aforementioned penalties on behalf of the State and Aggrieved
11 Employees as set forth in Labor Code § 2699(g)(i).

12 44. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
13 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
14 fees and costs as set forth below.

15 45. Wherefore, Plaintiff requests relief as hereinafter provided.

16 **PRAYER FOR RELIEF**

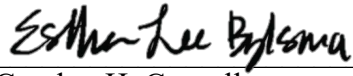
17 WHEREFORE, Plaintiff, on behalf of the State of California and Aggrieved Employees,
18 requests the following relief:

- 19 1. For an order awarding civil penalties to the full extent provided for by the PAGA;
 - 20 2. For an award of reasonable attorneys' fees as provided by the California Labor Code,
21 including Labor Code § 2699(g)(1); California Code of Civil Procedure §1021.5;
22 and/or any other applicable law;
 - 23 3. For all costs of suit; and
 - 24 4. For such other and further relief as this Court deems just and proper.
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Respectfully submitted,

Date: January 31, 2024



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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Respectfully submitted,

Date: January 31, 2024



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