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Attorneys for Plaintiff Faith Soriano, on behalf of the State of California, herself,
and aggrieved employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

FAITH SORIANO, on behalf of the State of
California, herself, and aggrieved employees,

Plaintiff,

v.

T.J. MAXX OF CA, LLC, a Virginia
Limited Liability Company; THE TJX
COMPANIES, INC., a Virginia
Corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. **24TRCV01907**

REPRESENTATIVE ACTION

**PRIVATE ATTORNEYS GENERAL ACT
("PAGA") COMPLAINT**

- 1. PAGA CIVIL PENALTIES FOR REST PERIOD VIOLATIONS**
- 2. PAGA CIVIL PENALTIES FOR UNPAID WAGES VIOLATIONS**
- 3. PAGA CIVIL PENALTIES FOR SICK PAY VIOLATIONS**
- 4. PAGA CIVIL PENALTIES FOR FINAL PAY VIOLATIONS**
- 5. PAGA CIVIL PENALTIES FOR WAGE STATEMENT VIOLATIONS**

NATURE OF CLAIM

1. Plaintiff FAITH SORIANO (“Plaintiff”) brings this action as a representative action under the Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2698, *et seq.*, to recover civil penalties arising from Defendants T.J. MAXX OF CA, LLC, THE TJX COMPANIES, INC., and DOES 1 through 10 (“Defendants” or “T.J. MAXX”)’ failure to provide all compliant rest periods, premium wages in lieu of compliant rest periods, accurate sick pay accrual and sick pay, and all wages.

2. Plaintiff gave written notice of these claims to the California Labor and Workforce Development Agency (“LWDA”) on March 14, 2024, and LWDA did not intervene within 65 days of her notice. Plaintiff seeks PAGA civil penalties as a representative of the State of California and has standing as an aggrieved non-exempt employee. Plaintiff seeks to represent all Defendants’ current and former non-exempt California employees who suffered one or more of the alleged violations (“aggrieved employees”) starting one year and 65 days before the filing of this complaint (“the PAGA Period”). Labor Code §§ 2698, *et seq.*, 2699.3(a)(2)(C). Plaintiff is not pursuing claims in her individual capacity, but solely under PAGA, on behalf of the State of California, and all aggrieved employees, including herself.

JURISDICTION AND VENUE

3. Venue as to each Defendant is proper in this judicial district. T.J. MAXX is a foreign corporation and has not designated a principal place of business in California. Code of Civil Procedure § 395.5.

4. Defendant T.J. MAXX OF CA, LLC is a Virginia limited liability company and Defendant THE TJX COMPANIES, INC. is a Virginia corporation, and both are headquartered in Framingham, Massachusetts. Defendants are department stores operating throughout the United States and California, and are within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged have a direct effect on Plaintiff and those similarly aggrieved. Plaintiff worked at the Redondo Beach location in Redondo Beach, California.

5. No federal jurisdiction exists to remove this action to federal court. No federal question is at issue, as the issues are based solely on California law, including the Labor Code,

1 IWC Wage Orders, and Code of Civil Procedure. No diversity jurisdiction exists sufficient for
2 removal to federal court under 28. U.S.C. §§ 1332(a) or 1332(d) because aggrieved employees'
3 individual amounts in controversy do not exceed \$75,000 and the amount in controversy does not
4 exceed \$5,000,000.

5 6. PAGA civil penalty actions are not subject to federal jurisdiction and are not
6 subject to removal. 28 U.S.C. §§ 1332(a)-(d).

7 **PARTIES**

8 7. Plaintiff FAITH SORIANO is a Los Angeles resident who worked as a non-
9 exempt employee at Defendants' Redondo Beach store (#1064), located at 1401 Hawthorne
10 Blvd., Redondo Beach, California 90278, from January 26, 2023 until August 1, 2023.

11 8. Defendant T.J. MAXX OF CA, LLC is a Virginia limited liability company doing
12 business in Redondo Beach, California, within Los Angeles County. Defendant employs more
13 than 300,000 employees with over 1,000 department stores in the United States.

14 9. Defendant THE TJX COMPANIES, INC. is a Virginia corporation. Defendant is
15 a multinational off-price department store corporation and the parent corporation of Defendant
16 T.J. MAXX OF CA, LLC.

17 10. Does 1 through 10, inclusive, are persons or entities whose true names and
18 identities are now unknown to Plaintiff, and who are sued by such fictitious names. Plaintiff will
19 amend this complaint to allege their true names and capacities when known.

20 11. Plaintiff is informed and believes each Doe defendant is the agent, representative,
21 or parent or subsidiary corporation of the other Defendants, is responsible in some manner for the
22 occurrences, events, transactions, and injuries alleged, and that harm suffered by the aggrieved
23 employees was proximately caused by them in addition to Defendants.

24 12. Plaintiff alleges each Defendant, including Doe defendants, acted in concert with
25 each and every other Defendant, intended to and did participate in the events, acts, practices, or
26 courses of conduct alleged, and proximately caused damage and injury to aggrieved employees.

27 13. At all relevant times each Defendant was the agent or employee of each of the
28 other Defendants and was acting within the course and scope of such agency or employment.

GENERAL ALLEGATIONS

14. During the PAGA Period, Defendants did not maintain a compliant rest period policy applicable to Plaintiff and aggrieved employees under the California Labor Code. Defendants did not relieve Plaintiff and aggrieved employees of all duties during rest periods and required, or suffered and permitted them, to work during rest periods.

15. Defendants required Plaintiff and aggrieved employees to “attest” that they took compliant rest breaks during the PAGA Period. On many occasions, Plaintiff was unable to take rest breaks, but managers marked these as “missed attestation.” Plaintiff is informed and believes aggrieved employees had the same experience.

16. During the PAGA Period, Defendants failed to pay Plaintiff and aggrieved employees an hour’s pay in lieu of compliant rest periods and failed to pay them for the time worked during rest periods.

17. During the PAGA Period, Defendants failed to provide a minimum of one hour of sick pay for every 30 hours actually worked, and Plaintiff and aggrieved employees did not accrue and were not paid all sick pay. For example, Plaintiff worked 117.99 hours through June 13, 2023. Divided by 30, this resulted in 3.933 hours of accrued sick leave. Plaintiff was paid 3 hours of sick pay for May 12, 2023, a balance of .933 hours. Defendants recorded Plaintiff out sick June 17, 2023, but Plaintiff was not paid for this sick time.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PAGA Civil Penalties for Failure to Provide Compliant Rest Periods
(On Behalf of Aggrieved Employees against Each Defendant)**

18. Plaintiff incorporates the preceding paragraphs of this Complaint.

19. Defendants willfully failed to authorize and permit Plaintiff and other aggrieved employees a paid rest period of at least 10 minutes for every four hours or major fraction worked per day, and failed to provide premium wages at the regular rate of compensation when not permitted or authorized. Labor Code § 226.7, “Rest Period” sections of IWC Wage Order(s).

20. Plaintiff will seek penalties for aggrieved employees for the initial pay period an employee was underpaid (\$100) and each subsequent violation (\$200). Labor Code § 2699(f)(2).

SECOND CAUSE OF ACTION
PAGA Civil Penalties for Failure to Provide Wages
(On Behalf of Aggrieved Employees against Each Defendant)

21. Plaintiff incorporates the preceding paragraphs of this Complaint.

22. “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Labor Code § 1194(a).

23. Defendants failed to pay minimum, regular, and overtime wages during the during the applicable statutory period by failing to pay aggrieved employees wages for time worked or under their control during rest periods. On behalf of aggrieved employees, Plaintiff will seek \$100 for the initial pay period an employee was underpaid, and \$200 for each subsequent violation. Labor Code § 2699(f)(2).

24. Defendants’ conduct violates the applicable Wage Order(s) by failing to pay minimum, regular, and overtime wages to employees. On behalf of aggrieved employees, Plaintiff will also seek \$50 for the initial pay period an employee was underpaid, and \$100 for each subsequent violation.

THIRD CAUSE OF ACTION
PAGA Civil Penalties for Failure to Provide Sick Days
(On Behalf of Aggrieved Employees against Each Defendant)

25. Plaintiff incorporates the preceding paragraphs of this Complaint.

26. An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section. Labor Code § 246(b)(1).

27. Defendants failed to calculate accrual of sick days correctly which resulted in failure to pay all sick pay wages due during the PAGA Period. On behalf of aggrieved employees, Plaintiff will seek \$100 for the initial pay period an employee was underpaid, and \$200 for each subsequent violation.

FOURTH CAUSE OF ACTION

**PAGA Civil Penalties for Failure to Timely Pay Wages Due at Separation
(On Behalf of Aggrieved Employees against Each Defendant)**

28. Plaintiff incorporates the preceding paragraphs of this Complaint.

29. Employers must pay earned wages within certain times. Labor Code §§ 201-202. An employer that willfully fails to timely pay all final wages must, as a statutory penalty, pay an employee's wages for 30 days, or until back wages are paid in full. Labor Code § 203.

30. Defendants willfully failed to pay Plaintiff and aggrieved employees, or some of them, all final wages, including minimum, regular, and overtime wages, as required. Labor Code § 201-202.

31. Defendants failed to pay Plaintiff and aggrieved employees penalties due them based on Defendants' failure to pay all final wages as required. Labor Code § 203.

32. On behalf of aggrieved employees, Plaintiff will seek penalties of \$100 for the initial pay period an employee was not reimbursed, and \$200 for each subsequent violation.

FIFTH CAUSE OF ACTION

**PAGA Civil Penalties for Failure to Provide Accurate Wage Statements
(On Behalf of Aggrieved Employees against Each Defendant)**

33. Plaintiff incorporates the preceding paragraphs of this Complaint.

34. Every employer must, semimonthly or at the time of each payment of wages, furnish each of its employees an accurate itemized statement in writing showing, among other things, total hours worked and the total number of hours worked and the number of hours worked at each corresponding rate of pay. Labor Code § 226(a).

35. Defendants willfully violated Section 226 by providing wage statements to employees that did not accurately reflect all required information, including total hours worked and the number of hours worked at each corresponding rate of pay.

36. On behalf of aggrieved employees, Plaintiff will seek civil penalties of \$250 for the initial violation and \$1,000 for each subsequent violation. Labor Code § 226.3.

PRAYER FOR RELIEF

Plaintiff prays for relief on behalf of aggrieved employees against Defendants, for:

1. That this action be maintained as a PAGA Representative Action, and Plaintiff

1 and her counsel be provided with all enforcement capability as if the action were brought by the
2 California Division of Labor Standards Enforcement;

3 2. For recovery of all civil penalties permitted by Labor Code section 2699, for
4 unpaid rest period premiums earned pursuant to Labor Code section 226.7, according to proof;

5 3. For recovery of all civil penalties permitted by Labor Code section 2699, for
6 unpaid minimum, regular, and overtime wages, according to proof;

7 4. For recovery of all civil penalties permitted by Labor Code section 2699, for
8 unpaid or underpaid sick pay pursuant to Labor Code section 246, according to proof;

9 5. For recovery of civil penalties permitted by Labor Code section 2699(f)(2) for
10 failing to timely pay all final wages due pursuant to Labor Code sections 201-202;

11 6. For recovery of civil penalties permitted by Labor Code section 2699, for
12 inaccurate itemized wage statements pursuant to Labor Code sections 226, according to proof;

13 7. For recovery of civil penalties permitted by Labor Code section 2699(f)(2) for
14 failing to pay statutory waiting time penalties due pursuant to Labor Code section 203;

15 8. For all applicable civil penalties to be distributed 75% to the LWDA and 25% to
16 aggrieved employees, subject to approval by the Court, pursuant to Labor Code section 2699(i);

17 9. Reasonable attorneys' fees and costs, pursuant to California Code of Civil
18 Procedure section 1021.5, the California Labor Code, or other applicable law;

19 10. Costs of suit; and,

20 11. Such other relief as the Court may deem appropriate.

21 COHELAN KHOURY & SINGER
22 MAJARIAN LAW GROUP, APC

23 By:


Michael D. Singer
Jeff Geraci

24 Dated: June 5, 2024

25 Attorneys for Plaintiff Faith Soriano, on behalf of
26 aggrieved employees
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