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Superior Court of California
County of Sacramento
06/10/2024
By: R. Caddick Deputy

Attorneys for Plaintiff,
NAOMI EDENS on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

NAOMI EDENS, individuals, on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General,

Plaintiff,

vs.

R.C. WILLEY HOME FURNISHINGS, a Utah
corporation, and DOES 1-50, inclusive,

Defendant.

Case No.: **24CV011478**

REPRESENTATIVE ACTION

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.***

Plaintiff NAOMI EDENS brings this PAGA representative action complaint on behalf of
herself, all aggrieved employees, and the State of California as a Private Attorneys General, and
alleges as follows:

NATURE OF THE ACTION

1. Plaintiff NAOMI EDENS worked as an employee for Defendant R.C. WILLEY HOME
FURNISHINGS and Does 1-50 (collectively “Defendant”). Plaintiff NAOMI EDENS worked for

1 Defendant during the statutory period, earning at or near minimum wage. Plaintiff brings this
2 action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698
3 *et seq.*, on a representative basis. All current and former hourly, nonexempt employees of
4 Defendant within one year of serving notice on the LWDA to the present are aggrieved employees.

5 2. Defendant failed to comply with California Labor Code requirements due to erroneous,
6 willful and intentional employment practices and policies. Plaintiff brings this representative
7 action on behalf of herself, all other similarly situated aggrieved employees, and the State of
8 California, based upon the claims articulated below. Plaintiff provided notice of her claims
9 pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as
10 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
11 LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
12 period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
13 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

14 3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
15 worked, including overtime hours worked; (2) failing to provide rest breaks; (3) failing to provide
16 uninterrupted meal breaks; (4) failing to reimburse for required business expenses; (5) failing to
17 pay wages due upon termination; (6) failing to provide accurate itemized wage statements.
18 Defendant is therefore liable for civil penalties under the Cal. Labor Code, including the Private
19 Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

20 **THE PARTIES**

21 4. Plaintiff NAOMI EDENS is a resident of the State of California and worked for
22 Defendant in Roseville, California, from July 5, 2021, to August 2, 2023, earning \$18.50/hour at
23 the time of her separation.

24 5. Defendant R.C. WILLEY HOME FURNISHINGS is a Utah corporation authorized to
25 do business and doing business in California with the capacity to sue and to be sued, and doing
26 business, in the county of Sacramento State of California.

27 6. Plaintiff is unaware of the true names, capacities, relationships, and extent of
28 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is

1 informed and believes and thereon alleges that said Defendant is legally responsible for the
2 wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff
3 will amend this complaint when their true names and capabilities are ascertained.

4 7. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
5 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
6 of the representative class, and exercised control over their wages, hours, and working conditions.
7 Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects
8 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
9 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
10 to the other Defendants.

11 **JURISDICTION AND VENUE**

12 8. Venue is proper in this judicial district because Defendant conducts business in this
13 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
14 in this case that arose in this county.

15 9. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
16 the Superior Court and will be established according to proof at trial. Based on information,
17 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
18 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
19 (\$25,000).

20 10. The California Superior Court has jurisdiction in this matter because Plaintiff is a
21 resident of California and Defendant is qualified to do business in California and regularly conduct
22 business in California. Further, there is no federal question at issue as the claims herein are based
23 solely on California law.

24 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

25 11. During the relevant time-period, Defendant committed various violations of the
26 California Labor Code as alleged below in more detail. Defendant enforces multiple policies that
27 violate state law, which are intended to increase profits to the detriment of aggrieved employees.
28

1 12. This representative action represents over one hundred current and former hourly
2 nonexempt aggrieved employees.

3 13. For at least one (1) year prior to the date of service notice on the LWDA, and continuing
4 to the present, Defendant engaged in unlawful employment practices that resulted in violations of
5 numerous Labor Code sections, as set forth more fully below.

6 14. Plaintiff and all current and former hourly, nonexempt employees within one year of
7 filing this action to the present are aggrieved employees within the meaning of Labor Code 2699,
8 *et seq.* (See Labor code §2699(c).)

9 15. Defendant, and each of them, have committed the following violations of the California
10 Labor Code:

11 **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

12 (Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194,
13 1197, 1197.1, 1198, 2698 *et seq.*, Wage Orders)

14 16. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
15 incorporates said paragraphs herein by reference.

16 17. The Wage Orders define “hours worked” as “the time during which an employee is
17 subject to the control of an including all the time the employee is suffered or permitted to work,
18 whether or not required to do so.” Defendant has been engaged in many unlawful employment
19 practices which resulted in underpayment for hours worked each pay period, including contacting
20 Plaintiff and her coworkers daily before the beginning of shifts while off the clock via their
21 personal phones concerning work matters. Plaintiff and aggrieved employees were also sometimes
22 required due to the press of work to work while clocked out for meal periods.

23 18. Defendant’s conduct described herein violates Labor Code §§ 200, 223, 226, 500, 1197
24 and 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5,
25 226, 558, 1194 and 1194.2, Plaintiff and other Aggrieved Plaintiff and aggrieved employees are
26 entitled to recover damages for the nonpayment of wages of all their worked hours in addition to
27 penalties, attorneys’ fees, expenses, and costs of suit. As a result of these ongoing violations,
28

1 Defendant is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698
2 et seq.

3 19. Failure to Pay Wages- Required Minimum Wage. Pursuant to Labor Code §§ 1194,
4 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work
5 without paying wages at the proper minimum wage for all time worked as required by the
6 Applicable Wage Orders. Pursuant to the Applicable Wage Orders “hours worked” include “the
7 time during which an employee is subject to the control of an employer, and includes all the time
8 the employee is suffered or permitted to work, whether or not required to do so.”

9 20. During the applicable recovery period, Aggrieved Employees were suffered, permitted,
10 and required to perform work by Defendant for which they received no pay. The aforementioned
11 acts by Defendant were undertaken with the intention of depriving Aggrieved Employees of their
12 earned wages. As a result of these ongoing violations, Defendant is liable for, among other things,
13 civil penalties pursuant to Labor Code §§ 558 & 2698 et seq.

14 21. Failure to Pay All Wages Owed Twice Per Month. Defendant was required to pay
15 Plaintiff and aggrieved employees all wages earned twice during each calendar month pursuant to
16 Labor Code §204(a). Defendant failed to pay all wages earned to employees as a result of the
17 unlawful employment policies and practices discussed herein. As a result of these practices,
18 Plaintiff and aggrieved employees were underpaid for hours worked, including overtime and
19 penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.
20 Due to this failure, Defendant is liable under Labor Code §210 for failure to pay wages as required
21 by law.

22 **Failure to Provide Rest Breaks**

23 (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

24 22. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
25 incorporates said paragraphs herein by reference.

26 23. Defendant has failed to maintain a compliant rest period policy and practice that
27 provides its employees with off-duty rest periods as required by California law. Plaintiff reports
28 that there were many occasions wherein she did not receive required rest breaks. Plaintiff describes

1 complaining multiple times about her inability to take a break due to the press of work, including
2 lengthy customer service calls. When Plaintiff or her coworkers missed a break, they were not
3 permitted to take a break at a later time and they were not paid rest period premiums.

4 24. Rest periods were often either less than ten minutes, not provided, interrupted or late,
5 “on duty”, or not scheduled before and after a meal period for shifts greater than six hours, as
6 prescribed by California law because Defendant: (1) did not account for all hours worked that were
7 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
8 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
9 inform and train employees about when, where and how to take timely and uninterrupted ten-
10 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
11 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
12 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
13 break policy.

14 25. Defendant did not authorize or permit all of its hourly employees to take at least a ten
15 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
16 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
17 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
18 the Wage Order, Defendant is liable under Labor Code §1198. As a result of these violations,
19 Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.*

20 **Failure to Provide Uninterrupted Meal Breaks**

21 (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*)

22 26. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
23 incorporate said paragraphs herein by reference.

24 27. During Plaintiff’s employment, Defendant failed to maintain a compliant meal period
25 policy and practice. Defendant failed to provide all of its hourly employees with their right to take
26 an off-duty unpaid 30-minute meal period. Labor Code §512 provides, “[a]n employer may not
27 employ an employee for a work period of more than five hours per day without providing the
28 employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o

1 employer shall require an employee to work during any meal... period mandated by an applicable
2 order of the Industrial Welfare Commission.” Paragraph 11(A) of the Wage Orders provides, in
3 pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the
4 meal period shall be considered an ‘on duty’ meal period and counted as time worked.” Labor
5 Code 1198 states that any violation of a wage order is a violation of the Labor Code.

6 28. Plaintiff and aggrieved employees often missed meal periods, or their meal periods
7 were cut short or late. Plaintiff describes sometimes having so much work that it was necessary
8 that she clock out for lunch but continue working. Plaintiff observed other employees, including
9 her supervisor, working while clocked out for lunch due to understaffing and assigning too much
10 work. Aggrieved employees also had numerous meal periods interrupted. When employees are
11 required to clock out but remain on duty during meal periods, this results in both a meal period
12 violation and unpaid hours worked. Full, uninterrupted, off-duty, thirty-minute meal periods were
13 not provided because Defendant: (1) did not account for all hours worked that were unaccounted
14 for on their timecard; (2) did not adequately inform and train employees about their rights to meal
15 periods and premium payments for non-compliant meal periods; (3) did not adequately inform and
16 train employees about when, where and how to take timely and uninterrupted thirty-minute meal
17 periods; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted
18 thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly,
19 non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period
20 policy. Plaintiff and aggrieved employees were not paid a premium payment, paid as an hour’s
21 wage when meal periods were not given to them in compliance with California law.

22 **Failure to Reimburse for Required Business Expenses**

23 (Cal. Lab. Code §§1198, 2802, 2699 *et seq.*)

24 29. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
25 incorporate said paragraphs herein by reference.

26 30. Labor Code §2802 requires employers to indemnify employees for necessary
27 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,
28 Plaintiff and aggrieved employees were required to use their personal cell phones and employees

1 were not compensated for the use of their devices and resources. Plaintiff describes being contacted
2 on a daily basis prior to her shifts on a department-wide thread with numerous employees. The
3 thread was referred to as “morning meeting” and contained necessary information that employees
4 were required to acknowledge receipt of. Defendant failed to reimburse employees for the
5 mandated use of their personal phones.

6 **Failure to Pay Wages Due Upon Termination**

7 (Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*)

8 31. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
9 incorporate said paragraphs herein by reference.

10 32. An employee who is discharged must be paid all of his or her wages, including accrued
11 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
12 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
13 Plaintiff at the time employment terminated. For example, Plaintiff was terminated on August 2,
14 2023, but did not receive her final wages until August 21, 2023.

15 33. Defendant willfully failed to pay employees who are no longer employed by it all
16 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
17 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
18 waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties pursuant to
19 Cal. Lab. Code § 2698 *et. seq.*

20 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**

21 **Requirements**

22 (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq*)

23 34. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
24 incorporate said paragraphs herein by reference.

25 35. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
26 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
27 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
28 aggrieved employees, and the records maintained by Defendant, have not accurately reflected

1 actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all
2 hours worked, and overtime pay, and pay for meal and rest period premium wages.

3 36. §226 (a) requires:

4 A. An employer, semimonthly or at the time of each payment of wages,
5 shall furnish to his or her employee, either as a detachable part of the check,
6 draft, or voucher paying the employee's wages, or separately if wages are paid
7 by personal check or cash, an accurate itemized statement in writing showing
8 (1) gross wages earned, (2) total hours worked by the employee, except as
9 provided in subdivision (j), (3) the number of piece-rate units earned and any
10 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
11 deductions, provided that all deductions made on written orders of the employee
12 may be aggregated and shown as one item, (5) net wages earned, (6) the
13 inclusive dates of the period for which the employee is paid, (7) the name of the
14 employee and only the last four digits of his or her social security number or an
15 employee identification number other than a social security number, (8) the
16 name and address of the legal entity that is the employer and, if the employer is
17 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
18 and address of the legal entity that secured the services of the employer, and (9)
19 all applicable hourly rates in effect during the pay period and the corresponding
20 number of hours worked at each hourly rate by the employee...

21 37. Such failures called injury to Plaintiff and others, by, among other things, impeding
22 them from knowing the total hours worked and the amount of wages to which they are and were
23 entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages
24 earned, net wages earned, and total hours worked. Defendant is liable for civil penalties pursuant
25 to Labor Code § 2698 *et seq.*

26 38. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and aggrieved
27 employees to sign employment related contracts and documents that contained unlawful terms of
28 employment.

1 **FIRST CAUSE OF ACTION**

2 **Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)**

3 **(California Labor Code §2698 *et seq.*)**

4 39. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
5 incorporates said paragraphs herein by reference.

6 40. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendant
7 during the applicable statutory period and suffered one or more of the Labor Code violations set
8 forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and
9 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
10 attorneys’ fees and costs.

11 41. Plaintiff seeks to recover the PAGA civil penalties through a representative action
12 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
13 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

14 42. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
15 Code provisions:

- 16 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
17 Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558,
18 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Orders);
- 19 b. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
20 2698 *et seq.*)
- 21 c. Failure to Provide Uninterrupted Meal Breaks (Cal. Labor Code §§226, 226.7, 512,
22 558, 1198, 2698 *et seq.*)
- 23 d. Failure to Reimburse For Required Business Expenses (Cal. Labor Code §§1198,
24 2802, 2699 *et seq.*)
- 25 e. Failure to Pay Wages Due Upon Termination (Cal. Labor Code §§201, 202, 203,
26 256 and 2698 *et seq.*)
- 27 f. Failure to Provide Accurate Itemized Wage Statements & Violation of Record
28 Keeping Requirements (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*).

1 43. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil
2 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per
3 aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
4 employee for each subsequent violation of Labor Code §226(a).

5 44. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil
6 penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations
7 for each underpaid employee for each pay period for which the employee was underpaid, and one
8 hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period
9 for which the employee was underpaid.

10 45. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per
11 pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay
12 period, per aggrieved employee for subsequent violations for all Labor Code provisions for which
13 a civil penalty is not specifically provided.

14 46. Plaintiff and the other current and former employees of Defendant are aggrieved
15 employees. They were or are employed by Defendant, and each of them, and the violations alleged
16 herein were committed against them. Plaintiff brings this action on behalf of herself and all other
17 current and former aggrieved employees.

18 47. At the time of each violation, Defendant employed one or more employees.

19 48. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of
20 them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be
21 determined at trial, pre-judgment interest, costs and attorneys' fees.

22 49. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior
23 to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and
24 Workforce Development Agency ("LWDA") and served by certified mail upon Defendant,
25 Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions
26 that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory
27 timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code
28

§2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved employees and the State of California.

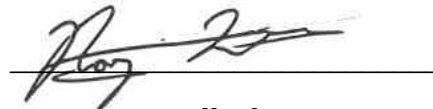
PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendant as follows:

1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;
3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable law;
4. Pre-judgement and post-judgement interest as provided by law; and
5. Such other and further relief that the Court may deem just and proper.

DATED: June 10, 2024

KOUL LAW FIRM, APC



BY: Nazo Koulloukian, Esq.

Attorneys for Plaintiff NAOMI EDENS, and all
aggrieved employees