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1 William Turley, Esq. (122408)  
 2 David Mara, Esq. (230498)  
 3 Jill Vecchi, Esq. (299333)  
 4 Nikki Ousdahl, Esq. (316007)  
 5 **THE TURLEY & MARA LAW FIRM, APLC**  
 6 7428 Trade Street  
 7 San Diego, California 92121  
 8 Telephone: (619) 234-2833  
 9 Facsimile: (619) 234-4048

10 Attorneys for CHARONE GILMORE, on behalf of  
 11 herself, all others similarly situated, and on behalf  
 12 of the general public.

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 14 **IN AND FOR THE COUNTY OF VENTURA**

15 CHARONE GILMORE on behalf of  
 16 herself, all others similarly situated, and on  
 17 behalf of the general public,

18 Plaintiffs,

19 v.

20 RALPH LAUREN RETAIL, INC.; RALPH  
 21 LAUREN CORPORATION; and DOES 1-  
 22 100,

23 Defendants.

Case No.

**PLAINTIFF'S CLASS ACTION  
 COMPLAINT FOR DAMAGES,  
 INJUNCTIVE RELIEF, DECLARATORY  
 RELIEF, AND RESTITUTION**

- 1) Failure to Pay All Straight Time Wages;
- 2) Failure to Pay All Overtime Wages;
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, IWC Wage Order No. 7-2001(11); Cal. Code Regs., tit. 8 § 11090);
- 4) Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 7-2001(12); Cal. Code Regs. Title 8 § 11090);
- 5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab. Code §§ 226, 1174, 1175);
- 6) Failure to Pay All Wages Due at the Time of Termination of Employment (Lab. Code §§201-203);
- 7) Violations of the Labor Code Private Attorneys General Act of 2004 ("PAGA") (Lab. Code §§ 2698 *et seq.*); and
- 8) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*).

**DEMAND FOR JURY TRIAL By FAX**

5-100

1 Plaintiff CHARONE GILMORE, on behalf of herself, all others similarly situated, and on behalf  
2 of the general public, complains of Defendants RALPH LAUREN RETAIL, INC.; RALPH  
3 LAUREN CORPORATION and/or DOES and for causes of action and alleges:

4 1. This is a class action pursuant to California Code of Civil Procedure section 382 on behalf  
5 of Plaintiff, CHARONE GILMORE, and all non-exempt, hourly workers who are presently  
6 or formerly employed by Defendants RALPH LAUREN RETAIL, INC.; RALPH  
7 LAUREN CORPORATION and/or DOES and/or their subsidiaries or affiliated companies  
8 and/or predecessors within the State of California.

9 2. At all times mentioned herein, Defendants RALPH LAUREN RETAIL, INC.; RALPH  
10 LAUREN CORPORATION and/or DOES have conducted business in Ventura County  
11 and elsewhere within California.

12 3. At all times mentioned herein, Defendants RALPH LAUREN RETAIL, INC.; RALPH  
13 LAUREN CORPORATION and/or subsidiaries or affiliated companies and/or DOES,  
14 within the State of California, have, among other things, employed current and former non-  
15 exempt employees.

16 4. At all times mentioned herein, the common policies and practices of Defendants RALPH  
17 LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES were a  
18 direct cause of Defendants' and/or DOES' failure to comply with California's wage and  
19 hours laws, Wage Orders, and/or the California Labor Code, as set forth more fully within.

20 5. For at least four (4) years prior to the filing of this action and through to the present,  
21 Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
22 and/or DOES have had a consistent policy and/or practice of not paying Plaintiff and its  
23 Non-Exempt Employees for all of the hours they worked.

24 6. For at least four (4) years prior to the filing of this action and through to the present,  
25 Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
26 and/or DOES have had a continuous and widespread policy of not paying Plaintiff and  
27 those similarly situated for all hours they worked, including before clocking in for their  
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1 work shift, after clocking out for their work shift, and during unpaid meal periods. Further,  
2 Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
3 and/or DOES have had a continuous and widespread policy to shave the time Plaintiff and  
4 those similarly situated worked (referred to as "time shaving").

5 7. For at least four (4) years prior to the filing of this action and through to the present,  
6 Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
7 and/or DOES have had a continuous and widespread policy of "clocking-out" Plaintiff and  
8 those similarly situated for thirty (30) minute meal periods, even though Plaintiff and those  
9 similarly situated were suffered and/or permitted to work during these deduction periods,  
10 thereby deducting thirty (30) minutes of paid time, including straight time and overtime.

11 8. For at least four (4) years prior to the filing of this action and through to the present,  
12 Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
13 and/or DOES have had a consistent policy and/or practice of failing to provide all straight  
14 time and overtime wages owed to Non-Exempt Employees, as mandated under the  
15 California Labor Code and the implementing rules and regulations of the Industrial Welfare  
16 Commission's ("IWC") California Wage Orders.

17 9. For at least four (4) years prior to the filing of this action and through to the present,  
18 Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
19 and/or DOES have had a consistent policy of requiring Non-Exempt Employees within the  
20 State of California, including Plaintiff, to work through meal periods and work at least five  
21 (5) hours without a meal period and failing to pay such employees one (1) hour of pay at  
22 the employees' regular rate of compensation for each workday that the meal period is not  
23 provided, or other compensation, as required by California's state wage and hour laws, and  
24 automatically deducting a half hours pay from their wages.

25 10. For at least four (4) years prior to filing of this action and through the present, Defendants  
26 RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES did  
27 not have a policy of allowing its hourly employees working shifts of ten (10) or more hours  
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- 1 in a day to take a second meal period of not less than thirty (30) minutes as required by the  
2 applicable Wage Order of the IWC.
- 3 11. For at least four (4) years prior to the filing of this action and through to the present,  
4 Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
5 and/or DOES have had a consistent policy of requiring Non-Exempt Employees within the  
6 State of California, including Plaintiff, to work over ten (10) hours without providing an  
7 additional, uninterrupted meal period of thirty (30) minutes and failing to pay such  
8 employees one (1) hour of pay at the employees' regular rate of compensation for each  
9 workday that the meal period is not provided, or other compensation, as required by  
10 California's state wage and hour laws.
- 11 12. For at least four (4) years prior to the filing of this action and through to the present,  
12 Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
13 and/or DOES have had a consistent policy and/or practice of requiring its Non-Exempt  
14 Employees within the State of California, including Plaintiff, to work for over four hours,  
15 or a major fraction thereof, without a 10 minute rest period, and failing to pay such  
16 employees one (1) hour of pay at the employees' regular rate of compensation for each  
17 workday that the rest period is not provide, or other compensation, as required by  
18 California's state wage and hour laws.
- 19 13. For at least four (4) years prior to the filing of this action and through to the present,  
20 Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
21 and/or DOES and/or their officers and/or managing agents have had a consistent policy  
22 and/or practice of willfully failing to provide to Plaintiff and its Non-Exempt Employees,  
23 accurate itemized employee wage statements.
- 24 14. For at least four (4) years prior to the filing of this action and through to the present,  
25 Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
26 and/or DOES and/or their officers and/or managing agents have had a consistent policy  
27 and/or practice of willfully failing to timely pay wages owed to Plaintiff and those Non-  
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- 1 Exempt Employees who left Defendants RALPH LAUREN RETAIL, INC.; RALPH  
2 LAUREN CORPORATION and/or DOES employ or who were terminated.
- 3 15. For at least four (4) years prior to the filing of this action and through to the present,  
4 Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION, by  
5 failing to lawfully pay Plaintiff and those similarly situated all the wages they are owed,  
6 engaged in false, unfair, fraudulent and deceptive business practices within the meaning of  
7 the Business and Professions Code section 17200, et seq.
- 8 16. Throughout the statutory period, Defendants RALPH LAUREN RETAIL, INC.'s; RALPH  
9 LAUREN CORPORATION's and/or DOES' employees, including Plaintiff and similarly  
10 situated Non-Exempt Employees, were not provided all straight time and overtime wages  
11 owed, meal periods and rest periods, or compensation in lieu thereof, as mandated under  
12 the California Labor Code, and the implementing rules and regulations of the Industrial  
13 Welfare Commissions ("IWC") California Wage Orders.
- 14 17. Throughout the statutory period, Defendants RALPH LAUREN RETAIL, INC.; RALPH  
15 LAUREN CORPORATION and/or DOES employees, including Plaintiff and similarly  
16 situated Non-Exempt Employees were not provided with accurate and itemized employee  
17 wage statements.
- 18 18. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
19 and/or DOES failed to comply with Labor Code section 226, subdivision (a), by itemizing  
20 in wage statements all hourly compensation and accurately reporting total hours worked  
21 by Plaintiff and the members of the proposed class. Plaintiff and members of the proposed  
22 class are entitled to penalties not to exceed \$4,000 for each employee pursuant to Labor  
23 Code section 226(b).
- 24 19. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
25 and/or DOES have failed to comply with IWC Wage Order 7-2001(7) by failing to  
26 maintain accurate time records showing hourly compensation, when the employee begins  
27 and ends each work day and total daily hours worked by itemizing in wage statements and  
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- 1 accurately reporting total hours worked by Plaintiff and members of the proposed class.
- 2 20. Defendants RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN CORPORATION's  
3 and/or DOES' failure to retain accurate records of total hours worked by Plaintiff and the  
4 proposed class was willful and deliberate, was a continuous breach of Defendants RALPH  
5 LAUREN RETAIL, INC.'s; RALPH LAUREN CORPORATION's and/or DOES' duty  
6 owed to Plaintiff and the proposed class.
- 7 21. Throughout the statutory period, Defendants RALPH LAUREN RETAIL, INC.'s; RALPH  
8 LAUREN CORPORATION's and/or DOES' employees, including Plaintiff and similarly  
9 situated Non-Exempt Employees, were not timely paid all wages owed to them at the time  
10 of termination.
- 11 22. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
12 and/or DOES are and were aware that Plaintiff and members of the proposed class were  
13 not paid all straight time and overtime wages owed, nor provided meal and rest periods.  
14 Defendants RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN CORPORATION's  
15 and/or DOES' denial of wages and other compensation due to Plaintiff and members of the  
16 proposed class was willful and deliberate.
- 17 23. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
18 and/or DOES, each and collectively, controlled the wages, hours, and working conditions  
19 of Plaintiff and the proposed class, creating a joint-employer relationship over Plaintiff and  
20 the proposed class.
- 21 24. Plaintiff CHARONE GILMORE, on behalf of herself and all of Defendants RALPH  
22 LAUREN RETAIL, INC.'s; RALPH LAUREN CORPORATION's and/or DOES' Non-  
23 Exempt Employees, brings this action pursuant to California Labor Code sections 218,  
24 218.5, 222, 223, 224, 226, subd. (b), 226.7, 510, 512, 515, 558, 1194, 1197, and California  
25 Code of Regulations, Title 8, section 11090, seeking unpaid wages, overtime, meal and  
26 rest period compensation, penalties, injunctive and other equitable relief, relief under the  
27 Labor Code Private Attorneys General Act of 2004 ("PAGA"), and reasonable attorneys'  
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1 fees and costs.  
2 25. Plaintiff CHARONE GILMORE, on behalf of herself and all putative Class members made  
3 up of Defendants RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN  
4 CORPORATION's and/or DOES' non-exempt employees, pursuant to California Business  
5 and Professions Code sections 17200-17208, also seeks injunctive relief, restitution, and  
6 disgorgement of all benefits Defendants RALPH LAUREN RETAIL, INC.; RALPH  
7 LAUREN CORPORATION and/or DOES enjoyed from their failure to pay all straight  
8 time wages, overtime wages, and meal and rest period compensation.

9 **I. VENUE**

10 26. Venue as to each Defendant, RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
11 CORPORATION and/or DOES, is proper in this judicial district, pursuant to Code of Civil  
12 Procedure section 395. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
13 CORPORATION and/or DOES conduct business and commit Labor Code violations  
14 within Ventura County, and each Defendant and/or DOE is within California for service of  
15 process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and  
16 those similarly situated within the State of California and within Ventura County.  
17 Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
18 and/or DOES employ numerous Class members who work in Ventura County, in  
19 California.

20 **II. PARTIES**

21 **A. Plaintiffs.**

22 27. At all relevant times, herein, Plaintiff CHARONE GILMORE is and was a resident of  
23 California. At all relevant times, herein, she was employed Defendants RALPH LAUREN  
24 RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES within the last four (4)  
25 years as a non-exempt, hourly warehouse worker in California.

26 28. On or about July 13, 2018, Plaintiff filed a Notice of Labor Code Violations Pursuant to  
27 Labor Code Section 2699.3 with the Labor and Workforce Development Agency  
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1 ("LWDA"). To date, Plaintiff has not received notice that the LWDA will be taking action  
2 in response to Plaintiff's Notice.

3 29. On information and belief, Plaintiff and all other members of the proposed class  
4 experienced Defendants RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN  
5 CORPORATION's and/or DOES' common company policies of failing to pay all straight  
6 time and overtime wages owed.

7 30. On information and belief, Plaintiff and all other members of the proposed class  
8 experienced Defendants RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN  
9 CORPORATION's and/or DOES' common company policies of illegally deducting wages  
10 from employees for meal periods during which they were performing work.

11 31. On information and belief, Plaintiff and all other members of the proposed class  
12 experienced Defendants RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN  
13 CORPORATION's and/or DOES' common company policies and/or practices of failing  
14 to pay all straight time and overtime wages owed, and failing to provide compliant meal  
15 periods to employees before the end of their fifth hour of work or a second meal period  
16 before the end of the tenth hour of work, or compensation in lieu thereof.

17 32. On information and belief, Plaintiff and all other members of the proposed class  
18 experienced Defendants RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN  
19 CORPORATION's and/or DOES' common company policies of failing to provide ten (10)  
20 minute paid rest breaks to employees whom worked four (4) hours or major fractions  
21 thereof.

22 33. On information and belief, Plaintiff and all other members of the proposed class  
23 experienced Defendants RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN  
24 CORPORATION's and/or DOES' common company policies of failing to provide Non-  
25 Exempt Employees with accurate itemized wage statements. On information and belief,  
26 Defendants and/or DOES failure to provide to their Non-Exempt Employees, including  
27 Plaintiff, with accurate itemized wage statements was willful.

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1 34. On information and belief, Plaintiff and all other members of the proposed class  
2 experienced Defendants RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN  
3 CORPORATION's and/or DOES' common company policies of failing to timely  
4 compensate Non-Exempt Employees all wages owed upon termination. On information  
5 and belief, Defendant's and/or DOES' failure to pay, in a timely manner, compensation  
6 owed to Non-Exempt Employees, including Plaintiff, upon termination of their  
7 employment with Defendants RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN  
8 CORPORATION and/or DOES was willful.

9 35. On information and belief, Plaintiff and all other members of the proposed class  
10 experienced Defendants RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN  
11 CORPORATION's and/or DOES' fraudulent and deceptive business practices within the  
12 meaning of the Business and Professions Code section 17200, et seq.

13 36. Plaintiff and the proposed class are covered by, inter alia, California IWC Occupational  
14 Wage Order No. 7-2001, and Title 8, California Code of Regulations, § 11090.

15 **B. Defendants.**

16 37. At all relevant times herein, Defendants RALPH LAUREN RETAIL, INC.; RALPH  
17 LAUREN CORPORATION and/or DOES engage in the ownership and operation of  
18 facilities which design, market, and distribute apparel and home furnishings in the State of  
19 California.

20 38. RALPH LAUREN RETAIL, INC. and RALPH LAUREN CORPORATION claim to be  
21 "a global leader in the design, marketing, and distribution of premium lifestyle products,  
22 including apparel, accessories, home furnishings, and other licensed product categories."  
23 RALPH LAUREN – ABOUT US, <https://www.ralphlauren.com/global-about-us>, (Last visited  
24 September 20, 2018). RALPH LAUREN RETAIL, INC. and RALPH LAUREN  
25 CORPORATION have been in business for over 50 years and is "one of the world's most  
26 widely recognized families of consumer brands." *Id.* RALPH LAUREN RETAIL, INC.  
27 and RALPH LAUREN CORPORATION claim to be "passionate about empowering [their  
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1 employees] to create [their] own journey.” RALPH LAUREN - CAREERS,  
2 <https://careers.ralphlauren.com/>, (Last visited September 20, 2018). RALPH LAUREN  
3 RETAIL, INC. and RALPH LAUREN CORPORATION further claim to “offer a variety  
4 of ways to help [their employees] build a better life outside of work.” *Id.*

5 39. RALPH LAUREN RETAIL, INC. and RALPH LAUREN CORPORATION boast about  
6 being a great place to work, filled with “constant movement, evolution and innovation.”  
7 *Id.* But despite employing a “world-class” team, RALPH LAUREN RETAIL, INC. and  
8 RALPH LAUREN CORPORATION fail to pay all of their employees for all their time  
9 worked, making RALPH LAUREN RETAIL, INC. and RALPH LAUREN  
10 CORPORATION a less than great place to work. *Id.*

11 40. On information and belief, Defendants RALPH LAUREN RETAIL, INC.; RALPH  
12 LAUREN CORPORATION and/or DOES exercised control over the wages, hours, and/or  
13 working conditions of Plaintiff and members of the proposed class throughout the liability  
14 period.

15 41. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
16 and/or DOES principal place of business is in the State of California.

17 42. The true names and capacities, whether individual, corporate, associate, or otherwise, of  
18 Defendants DOES 1-100, inclusive, are presently unknown to Plaintiff, who therefore sues  
19 these Defendants by such fictitious names under Code of Civil Procedure section 474.  
20 Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants  
21 ~~designated herein as a DOE is legally responsible in some manner for the unlawful acts~~  
22 referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the  
23 true names and capacities of the Defendants designated hereinafter as DOES when such  
24 identities become known.

25 43. Plaintiff is informed and believes, and based thereon alleges, that each Defendant and/or  
26 DOE acted in all respects pertinent to this action as the agent of the other Defendants and/or  
27 DOES, carried out a joint scheme, business plan or policy in all respects pertinent hereto.

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and the acts of each Defendants and/or DOES are legally attributable to the other Defendants and/or DOES.

**III. CLASS ACTION ALLEGATIONS**

44. Plaintiff brings this action on behalf of herself and all others similarly situated as a class action pursuant to section 382 of the California Code of Civil Procedure. Plaintiff seeks to represent a Class composed of and defined as follows:

All persons who are employed or have been employed by Defendant in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations.

Plaintiff also seeks to represent subclasses composed of and defined as follows:

All persons who are or have been employed by RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in excess of five (5) hours.

All persons who are or have been employed by RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in excess of six (6) hours.

All persons who are or have been employed by RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES

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in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in excess of ten (10) hours.

All persons who are or have been employed by RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in excess of twelve (12) hours.

All persons who are or have been employed RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in excess of two (2) hours.

All persons who are or have been employed by RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in excess of three (3) hour and one-half hours; but less than or equal to six (6) hours.

All persons who are or have been employed by RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or

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more shifts in excess of six (6) hours, but less than or equal to ten (10) hours.

All persons who are or have been employed by RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in excess of ten (10) hours.

All persons who are or have been employed RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who separated their employment from Defendant.

All persons who are or have been employed by RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in which they received a wage statement for the corresponding pay period.

All persons who are or have been employed RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who were deducted wages for meal periods.

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45. Plaintiff reserves the right under rule 1855, subdivision (b), California Rules of Court, to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

46. This action has been brought and may properly be maintained as a class action under the provisions of section 382 of the California Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity.

47. The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class members has not been determined at this time, Plaintiff is informed and believes that RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES currently employ, and during the liability period employed, over one hundred (100) employees, all in the State of California, in positions as hourly non-exempt employees.

48. Accounting for employee turnover during the relevant periods increases this number substantially. Upon information and belief, Plaintiff alleges RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN CORPORATION's and/or DOES' employment records will provide information as to the number and location of all Class members. Joinder of all members of the proposed Class is not practicable.

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B. Commonality.

49. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class members. These common questions of law and fact include, without limitation:

- (1) Whether RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES violated the Labor Code and/or applicable IWC Wage Orders in failing to pay its non-exempt workers all

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earned wages at the regular rate for all hours worked.

(2) Whether RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN CORPORATION's and/or DOES' uniform policies and/or practices whereby non-exempt workers were pressured and/or incentivized to forego taking meal and/or rest periods.

(3) Whether RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES violated Labor Code section 226.7, IWC Wage Order No. 7-2001 or other applicable IWC Wage Orders, and/or California Code of Regulations, Title 8, section 11090, by failing to authorize, permit, and/or provide rest periods to its hourly, non-exempt employees for every four (4) hours or major fraction thereof worked and/or failing to pay said employees one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period was not authorized, permitted and/or provided.

(4) Whether RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES willfully failed to pay, in a timely manner, wages owed to members of the proposed Class who left RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN CORPORATION's and/or DOES' employ or who were terminated.

(5) Whether RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES violated Labor Code section 203, which provides for the assessment of a penalty against the employer, by willfully failing to timely pay all wages owed to employees who left RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN CORPORATION's and/or DOES' employ or who were terminated.

(6) Whether RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES had uniform policies and/or

1 practices of failing to provide employees accurate and itemized wage  
2 statements.

3 (7) Whether RALPH LAUREN RETAIL, INC.; RALPH  
4 LAUREN CORPORATION and/or DOES had uniform policies and/or  
5 practices of failing to timely pay all wages owed to employees who left  
6 RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN  
7 CORPORATION's and/or DOES' employ or who were terminated.

8 50. The answer to each of these respective questions will generate a common answer capable  
9 of resolving class-wide liability in one stroke.

10 51. Said common questions predominate over any individualized issues and/or questions  
11 affecting only individual members.

12 C. Typicality.

13 52. The claims of the named Plaintiff are typical of the claims of the proposed class. Plaintiff  
14 and all members of the proposed class sustained injuries and damages arising out of and  
15 caused by RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN CORPORATION's  
16 and/or DOES' common course of conduct in violation of laws and regulations that have  
17 the force and effect of law and statutes as alleged.

18 53. Plaintiff CHARONE GILMORE was subjected to the same uniform policies and/or  
19 practices complained of herein that affected all such employees. Thus, as CHARONE  
20 GILMORE was subjected to the same unlawful policies and practices as all hourly non-  
21 exempt employees, her claims are typical of the class she seeks to represent.

22 D. Adequacy of Representation.

23 54. Plaintiff will fairly and adequately represent and protect the interests of the members of the  
24 Class.

25 55. Plaintiff is ready and willing to take the time necessary to help litigate this case.

26 56. Plaintiff has no conflicts that will disallow her to fairly and adequately represent and  
27 protect the interests of the members of the Class.

28



- 1 57. Counsel who represent Plaintiff are competent and experienced in litigating large  
2 employment class actions.
- 3 58. Specifically, William Turley, Esq., David Mara, Esq., Jill Vecchi, Esq., and Nikki Ousdahl,  
4 Esq. are California lawyers in good standing.
- 5 59. Mr. Turley regularly lectures lawyers on wage and hour class action issues. He has been a  
6 featured speaker on many ACI Wage and Hour Class Action presentations and Consumer  
7 Attorney of California Wage and Hour Class Action presentations.
- 8 60. Mr. Turley is listed as Amicus counsel on over 20 California Supreme Court decisions.
- 9 61. Mr. Turley and Mr. Mara wrote winning amicus briefs in two very worker friendly  
10 California Supreme Court cases: *Augustus v. ABM Security Servs.* (2016) 2 Cal.5th 257  
11 and *Williams v. Superior Court* (decided July 13, 2017).
- 12 62. Mr. Turley is a Past President of Consumer Attorneys of San Diego and has been elected  
13 to the Board of Governors of the Consumer Attorneys of California for over 15 years. Mr.  
14 Turley is currently on and has been a member of the Consumer Attorneys of California  
15 Amicus Curie Committee for over 20 years.
- 16 63. Mr. Turley has had over 100 legal articles published, including some on California Labor  
17 Code.
- 18 64. Mr. Turley and Mr. Mara were appointed class counsel in the landmark California Supreme  
19 Court case, *Brinker v. Superior Court* and have been appointed as class counsel in many  
20 California wage and hour cases, in both State Court and Federal Court.
- 21 65. ~~Mr. Turley testified before the California Senate in a committee hearing on September 9,~~  
22 ~~2015, regarding the new piece-rate bill, California Labor Code § 226.2.~~
- 23 66. On April 12, 2016 and April 20, 2016, Mr. Turley testified in front of the California Senate  
24 regarding an amendment to California Labor Code §§ 2698, *et seq*, the "Private Attorneys  
25 General Act" or "PAGA." Furthermore, Mr. Turley also participated in drafting the new  
26 amendment to PAGA.
- 27 67. The Turley & Mara Law Firm, APLC have the resources to take this case to trial and  
28 judgment, if necessary.

1 68. Mr. Turley and Mr. Mara have the experience, ability, and ways and means to vigorously  
2 prosecute this case.

3 E. Superiority of Class Action.

4 69. A class action is superior to other available means for the fair and efficient adjudication of  
5 this controversy. Individual joinder of all Class members is not practicable, and questions  
6 of law and fact common to the Class predominate over any questions affecting only  
7 individual members of the Class. Each member of the Class has been damaged and is  
8 entitled to recovery by reason of Defendants RALPH LAUREN RETAIL, INC.'s; RALPH  
9 LAUREN CORPORATION's and/or DOES' illegal policies and/or practices of failing to  
10 pay all straight time and overtime wages owed, failing to permit or authorize rest periods,  
11 failing to provide meal periods, knowingly and intentionally failing to comply with wage  
12 statement requirements, and failing to pay all wages due at termination.

13 70. Class action treatment will allow those similarly situated persons to litigate their claims in  
14 the manner that is most efficient and economical for the parties and the judicial system.  
15 Plaintiff is unaware of any difficulties that are likely to be encountered in the management  
16 of this action that would preclude its maintenance as a class action.

17 71. Because such common questions predominate over any individualized issues and/or  
18 questions affecting only individual members, class resolution is superior to other methods  
19 for fair and efficient adjudication.

20 IV. CAUSES OF ACTION

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21 **FIRST CAUSE OF ACTION AGAINST RALPH LAUREN RETAIL, INC.; RALPH  
22 LAUREN CORPORATION AND/OR DOES: Failure to Pay All Straight Time  
23 Wages**

24 72. Plaintiff and those similarly situated Class members hereby incorporate by reference each  
25 and every other paragraph in this Complaint herein as if fully plead.

26 73. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and those  
27 similarly situated for all hours worked.

28 74. It is fundamental that an employer must pay its employees for all time worked. California

1 Labor Code sections 218 and 218.5 provides a right of action for nonpayment of wages.  
2 Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section  
3 223 prohibits the pay of less than a statutory or contractual wage scale. Labor Code section  
4 1197 prohibits the payment of less than the minimum wage. Labor Code section 1194 states  
5 that an employee receiving less than the legal minimum wage is entitled to recover in a  
6 civil action the unpaid balance of the full amount of this minimum wage. Labor Code  
7 section 224 only permits deductions from wages when the employer is required or  
8 empowered to do so by state or federal law or when the deduction is expressly authorized  
9 in writing by the employee for specified purposes that do not have the effect of reducing  
10 the agreed upon wage.

11 75. Plaintiff and those similarly situated Class members were employed by Defendants  
12 RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES at  
13 all relevant times. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
14 CORPORATION and/or DOES were required to compensate Plaintiff for all hours worked  
15 and were prohibited from making deductions that had the effect of reducing the agreed  
16 upon wage.

17 76. Defendant and/or DOES have a continuous and consistent policy of clocking-out Plaintiff  
18 and those similarly situated for a thirty (30) minute meal period, even though Plaintiff and  
19 all members of the Class work through their meal periods. Thus, Defendants RALPH  
20 LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES do not pay  
21 Plaintiff and each and every member of the Class for all time worked each and every day  
22 they work without a meal period and have time deducted.

23 77. Plaintiff and those similarly situated Class members are informed and believe and thereon  
24 allege that Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
25 CORPORATION and/or DOES breached the legal duty to pay full wages to Plaintiff by  
26 deducting a portion of the wages earned when Plaintiff's and the Class members' actual  
27 time records indicate that a meal period was not taken. Defendants RALPH LAUREN  
28

1 RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES did not make  
2 reasonable efforts to determine whether the time deducted was actually worked as reported  
3 by Plaintiff and Class members. Defendants RALPH LAUREN RETAIL, INC.; RALPH  
4 LAUREN CORPORATION and/or DOES, without a reasonable basis, presumed that  
5 actual reported hours had not been accurately reported. The conduct complained of is a  
6 form of what is sometimes called "dinging," "shaving," or "scrubbing" and is prohibited  
7 by law.

8 78. Defendant and/or DOES have a continuous and consistent policy of not paying Plaintiff  
9 and those similarly situated for all time worked, including before Plaintiff and those  
10 similarly situated clock in for work shifts and after they clock out after work shifts.

11 79. Defendant and/or DOES have a continuous and consistent policy of shaving the time  
12 Plaintiff and those similarly situated work (referred to as "time shaving").

13 80. Thus, Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
14 CORPORATION and/or DOES shave/steal earned wages from Plaintiff and each and  
15 every member of the Class each and every day they work. Defendants RALPH LAUREN  
16 RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES have not paid Plaintiff  
17 and the members of the Class all straight time wages owed.

18 81. Plaintiff and the Class members are informed and believe and thereon allege that as a direct  
19 result of Defendant's and/or DOES' uniform policies and/or practices, Plaintiff and the  
20 Class members have suffered, and continue to suffer, substantial unpaid wages, and lost  
21 interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants  
22 RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES to  
23 fully perform their obligations under state law, all to their respective damage in amounts,  
24 according to proof at trial.

25 82. As a direct result of Defendants RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN  
26 CORPORATION's and/or DOES' policy of illegal wage theft, Plaintiff and those similarly  
27 situated have been damaged in an amount to be proven at trial.  
28

1 83. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described  
2 below.

3 **SECOND CAUSE OF ACTION AGAINST RALPH LAUREN RETAIL, INC.;**  
4 **RALPH LAUREN CORPORATION AND/OR DOES: Failure to Pay All Overtime**  
5 **Wages**

6 84. Plaintiff and those similarly situated Class members hereby incorporate by reference each  
7 and every other paragraph in this Complaint herein as if fully plead.

8 85. It is fundamental that an employer must pay its employees for all time worked. California  
9 Labor Code sections 218 and 218.5 provides a right of action for nonpayment of wages.  
10 Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section  
11 223 prohibits the pay of less than a statutory or contractual wage scale. Labor Code section  
12 1197 prohibits the payment of less than the minimum wage. Labor Code section 224 only  
13 permits deductions from wages when the employer is required or empowered to do so by  
14 state or federal law or when the deduction is expressly authorized in writing by the  
15 employee for specified purposes that do not have the effect of reducing the agreed upon  
16 wage.

17 86. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
18 and/or DOES failed to pay overtime when employees worked over eight (8) hours per day  
19 and when employees worked over forty (40) hours per week.

20 87. Plaintiff and those similarly situated Class members were employed by Defendants  
21 RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES at  
22 all relevant times. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
23 CORPORATION and/or DOES were required to compensate Plaintiff for all overtime  
24 hours worked and were prohibited from making deductions that had the effect of reducing  
25 the agreed upon wage.

26 88. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
27 and/or DOES failed to pay for the overtime that was due, pursuant to IWC Wage Order  
28 No. 7-2001, item 3(A).

1 89. Plaintiff and the Class members are informed and believe and thereon allege that as a direct  
2 result of Defendant's and/or DOES' uniform policies and/or practices, Plaintiff and the  
3 Class members have suffered, and continue to suffer, substantial unpaid overtime wages,  
4 and lost interest on such overtime wages, and expenses and attorneys' fees in seeking to  
5 compel Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
6 CORPORATION and/or DOES to fully perform their obligations under state law, all to  
7 their respective damage in amounts according to proof at time of trial. Defendants RALPH  
8 LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES committed  
9 the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention  
10 on injuring Plaintiff and the Class members. Defendants RALPH LAUREN RETAIL,  
11 INC.; RALPH LAUREN CORPORATION and/or DOES acted with malice or in  
12 conscious disregard of Plaintiff's and the Class Member's rights. In addition to  
13 compensation, Plaintiff is also entitled to any penalties allowed by law.

14 90. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described  
15 below.

16 **THIRD CAUSE OF ACTION AGAINST RALPH LAUREN RETAIL, INC.;**  
17 **RALPH LAUREN CORPORATION AND/OR DOES: Failure to Provide Meal**  
18 **Periods, or Compensation in Lieu Thereof (Lab. Code §§ 226.7, 512, IWC Wage**  
19 **Order No. 7-2001(11); Cal. Code Regs., tit. 8, § 11090)**

20 91. Plaintiff and those similarly situated Class members hereby incorporate by reference each  
and every other paragraph in this Complaint herein as if fully plead.

21 ~~92. Under California Labor Code section 512 and IWC Wage Order No. 7, no employer shall~~  
22 employ any person for a work period of more than five (5) hours without providing a meal  
23 period of not less than thirty (30) minutes. During this meal periods of not less than thirty  
24 (30) minutes, the employee is to be completely free of the employer's control and must not  
25 perform any work for the employer. If the employee does perform work for the employer  
26 during the thirty (30) minute meal period, the employee has not been provided a meal  
27 period in accordance with the law. Also, the employee is to be compensated for any work  
28 performed during the thirty (30) minute meal period.

- 1 93. In addition, an employer may not employ an employee for a work period of more than ten  
2 (10) hours per day without providing the employee with another meal period of less than  
3 thirty (30) minutes.
- 4 94. Under California Labor Code section 226.7, if the employer does not provide an employee  
5 a meal period in accordance with the above requirements, the employer shall pay the  
6 employee one (1) hour of pay at the employee's regular rate of compensation for each  
7 workday that the meal period is not provided.
- 8 95. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
9 and/or DOES failed to provide thirty (30) minute, uninterrupted meal periods to its Non-  
10 Exempt Employees who worked for work periods of more than five (5) consecutive hours.  
11 As such, Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
12 CORPORATION and/or DOES non-exempt employees were required to work over five  
13 (5) consecutive hours at a time without being provided a thirty (30) minute uninterrupted  
14 meal period within that time.
- 15 96. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
16 and/or DOES failed to provide thirty (30) minute, uninterrupted meal periods to its Non-  
17 Exempt Employees for every five (5) continuous hours worked.
- 18 97. Defendants RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN CORPORATION's  
19 and/or DOES' business model is such that Non-Exempt Employees were assigned too  
20 much work and insufficient help due to chronic understaffing to be able to take meal  
21 periods. Thus, Non-Exempt Employees are not able to take meal periods.
- 22 98. Throughout the statutory period, Defendants RALPH LAUREN RETAIL, INC.; RALPH  
23 LAUREN CORPORATION and/or DOES had a pattern and practice of assigning too much  
24 work to be completed in too short of time frames, resulting in Plaintiff and those similarly  
25 situated not being able to take meal periods.
- 26 99. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
27 and/or DOES would not permit Plaintiff and the Class to take 30-minute meal periods  
28

- 1 unless specifically scheduled by Defendant and/or DOES or unless Plaintiff and the Class  
2 were expressly told to by Defendant and/or DOES. This routinely resulted in Plaintiff and  
3 the Class members not being able to take a meal period, if at all, until after the fifth hour.
- 4 100. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
5 and/or DOES did not have a policy of providing a second meal period before the end of  
6 the tenth hour.
- 7 101. Failing to provide compensation for such unprovided or improperly provided meal periods,  
8 as alleged above, Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
9 CORPORATION and/or DOES willfully violated the provisions of Labor Code sections  
10 226.7, 512, and IWC Wage Order No. 7.
- 11 102. As a result of the unlawful acts of Defendants RALPH LAUREN RETAIL, INC.; RALPH  
12 LAUREN CORPORATION and/or DOES, Plaintiff and the Class she seeks to represent  
13 have been deprived of premium wages, in amounts to be determined at trial, and are entitled  
14 to recovery of such amounts, plus interest and penalties thereon, attorneys' fees and costs,  
15 pursuant to Labor Code section 226.7, and IWC Wage Order No. 7-2001. Plaintiff and the  
16 Class she seeks to represent did not willfully waive their right to take meal periods through  
17 mutual consent with Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
18 CORPORATION and/or DOES.
- 19 103. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described  
20 below.

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21 **FOURTH CAUSE OF ACTION AGAINST RALPH LAUREN RETAIL, INC.;**  
22 **RALPH LAUREN CORPORATION AND/OR DOES: Failure to Authorize and**  
23 **Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 7-2001(12); Cal. Code**  
**Regs. Title 8 § 11090)**

- 24 104. Plaintiff and those similarly situated Class members hereby incorporate by reference each  
25 and every other paragraph in this Complaint herein, as if fully plead.
- 26 105. Under IWC Wage Order No. 7, every employer shall authorize and permit all employees  
27 to take rest periods, "[t]he authorized rest period time shall be based on the total hours  
28 worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major



- 1 fraction thereof." IWC Wage Order 7-2001(12). The time spent on rest periods "shall be  
2 counted as hours worked for which there shall be no deduction from wages." *Id.*
- 3 106. Under California Labor Code section 226.7, if the employer does not provide an employee  
4 a rest period in accordance with the above requirements, the employer shall pay the  
5 employee one (1) hour of pay at the employee's regular rate of compensation for each  
6 workday that the meal period is not provided.
- 7 107. At all relevant times, Defendant and/or DOES failed to authorize and/or permit rest period  
8 time based upon the total hours worked daily at the rate of ten (10) minutes net rest time  
9 per four (4) hours or major fraction thereof.
- 10 108. In the alternative, Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
11 CORPORATION and/or DOES business model was such that Non-Exempt Employees  
12 were assigned too much work with insufficient help due to chronic understaffing whereby  
13 Plaintiff and the Class had to work through their rest periods.
- 14 109. Throughout the statutory period, Defendants RALPH LAUREN RETAIL, INC.; RALPH  
15 LAUREN CORPORATION and/or DOES had a pattern and practice of assigning too much  
16 work to be completed in too short of time frames, resulting in Plaintiff and those similarly  
17 situated not being able to take rest periods.
- 18 110. As a result of the unlawful acts of Defendants RALPH LAUREN RETAIL, INC.; RALPH  
19 LAUREN CORPORATION and/or DOES, Plaintiff and the Class she seeks to represent  
20 have been deprived of premium wages, in amounts to be determined at trial, and are entitled  
21 to recovery of such amounts, plus interest and penalties thereon, attorneys' fees and costs,  
22 pursuant to Labor Code section 226.7, and IWC Wage Order No. 7-2001.
- 23 111. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described  
24 below.
- 25 ///  
26 ///  
27 ///  
28

**FIFTH CAUSE OF ACTION AGAINST RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION AND/OR DOES: Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab. Code §§ 226, 1174, 1175; IWC Wage Order No. 7; Cal. Code Regs., Title 8, § 11040)**

- 1  
2  
3 112. Plaintiff and those similarly situated Class members hereby incorporate by reference each  
4 and every other paragraph in this Complaint herein as if fully plead.
- 5 113. Labor Code section 226 subdivision (a) requires Defendant and/or DOES to, inter alia,  
6 itemize in wage statements and accurately report the total hours worked and total wages  
7 earned. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
8 CORPORATION and/or DOES have knowingly and intentionally failed to comply with  
9 Labor Code section 226, subdivision (a), on each and every wage statement provided to  
10 Plaintiff CHARONE GILMORE and members of the proposed Class.
- 11 114. Labor Code section 1174 requires Defendants RALPH LAUREN RETAIL, INC.; RALPH  
12 LAUREN CORPORATION and/or DOES to maintain and preserve, in a centralized  
13 location, records showing the daily hours worked by and the wages paid to its employees.  
14 Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
15 and/or DOES have knowingly and intentionally failed to comply with Labor Code section  
16 1174. The failure of Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
17 CORPORATION and/or DOES, and each of them, to comply with Labor Code section  
18 1174 is unlawful pursuant to Labor Code section 1175.
- 19 115. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
20 and/or DOES failed to maintain accurate time records - as required by IWC Wage Order  
21 No. 7, and Cal. Code Regs., Title 8 section 11090 - showing, among other things, when the  
22 employee begins and ends each work period, the total daily hours worked in itemized wage  
23 statements, total wages, bonuses and/or incentives earned, and all deductions made.
- 24 116. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
25 and/or DOES have knowingly and intentionally failed to provide Plaintiff and the Class  
26 members with accurate itemized wage statements which show: "(1) gross wages earned,  
27 (2) total hours worked by the employee, . . . (4) all deductions, provided that all deductions  
28

1 made on written orders of the employee may be aggregated and shown as one item, (5) net  
2 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
3 name of the employee and only the last four digits of his or her social security number or  
4 an employee identification number other than a social security number, (8) the name and  
5 address of the legal entity that is the employer and, if the employer is a farm labor  
6 contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal  
7 entity that secured the services of the employer, and (9) all applicable hourly rates in effect  
8 during the pay period and the corresponding number of hours worked at each hourly rate  
9 by the employee[.]” Labor Code section 226(a).

10 117. As a direct result of Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
11 CORPORATION and/or DOES unlawful acts, Plaintiff and the Class she intends to  
12 represent have been damaged and are entitled to recovery of such amounts, plus interest  
13 thereon, attorneys’ fees, and costs, pursuant to Labor Code section 226.

14 118. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described  
15 below.

16 **SIXTH CAUSE OF ACTION AGAINST RALPH LAUREN RETAIL, INC.; RALPH**  
17 **LAUREN CORPORATION AND/OR DOES: Failure to Pay All Wages Due at the**  
18 **Time of Termination from Employment (Lab. Code §§ 201-203)**

19 119. Plaintiff and those similarly situated Class members hereby incorporate by reference each  
20 and every other paragraph in this Complaint herein as if fully plead.

21 120. Plaintiff CHARONE GILMORE terminated her employment with Defendants RALPH  
22 LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES.

23 121. Whether Plaintiff CHARONE GILMORE voluntarily or involuntarily terminated his  
24 employment with Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
25 CORPORATION and/or DOES, Defendant and/or DOES did not timely pay her straight  
26 time wages owed at the time of her termination.

27 122. Whether Plaintiff CHARONE GILMORE voluntarily or involuntarily terminated his  
28 employment with Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN

- 1 CORPORATION and/or DOES, Defendant and/or DOES did not timely pay her overtime  
2 wages owed at the time of her termination.
- 3 123. Whether Plaintiff CHARONE GILMORE voluntarily or involuntarily terminated his  
4 employment with Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
5 CORPORATION and/or DOES, Defendant and/or DOES did not timely pay her meal  
6 and/or rest period premiums owed at the time of her termination.
- 7 124. Numerous members of the Class are no longer employed by Defendants RALPH LAUREN  
8 RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES. They were either fired  
9 or quit Defendants RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN  
10 CORPORATION's and/or DOES' employ. Defendants RALPH LAUREN RETAIL,  
11 INC.; RALPH LAUREN CORPORATION and/or DOES did not pay all timely wages  
12 owed at the time of their termination. Defendants RALPH LAUREN RETAIL, INC.;  
13 RALPH LAUREN CORPORATION and/or DOES did not pay all premium wages owed  
14 at the time of their termination.
- 15 125. Labor Code section 203 provides that, if an employer willfully fails to pay, without  
16 abatement or reduction, in accordance with Labor Code sections 201, 201.5, 202 and 205.5,  
17 any wages of an employee who is discharged or who quits, the wages of the employee shall  
18 continue at the same rate, for up to thirty (30) days from the due date thereof, until paid or  
19 until an action therefore is commenced.
- 20 126. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
21 and/or DOES failed to pay Plaintiff CHARONE GILMORE a sum certain at the time of  
22 her termination or within seventy-two (72) hours of her resignation, and have failed to pay  
23 those sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code section  
24 203, Plaintiff CHARONE GILMORE is entitled to a penalty in the amount of her daily  
25 wage, multiplied by thirty (30) days.
- 26 127. When Plaintiff and those members of the Class who are former employees of Defendants  
27 RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES  
28

1 separated from Defendant's and/or DOES' employ, Defendant and/or DOES willfully  
2 failed to pay all straight time wages, overtime wages, meal period premiums, and/or rest  
3 period premiums owed at the time of termination.

4 128. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
5 and/or DOES failure to pay said wages to Plaintiff CHARONE GILMORE and members  
6 of the Class she seeks to represent, was willful in that Defendants RALPH LAUREN  
7 RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES and each of them  
8 knew the wages to be due, but failed to pay them.

9 129. As a consequence of Defendants RALPH LAUREN RETAIL, INC.'s; RALPH LAUREN  
10 CORPORATION's and/or DOES' willful conduct in not paying wages owed at the time  
11 of separation from employment, Plaintiff CHARONE GILMORE and members of the  
12 proposed Class are entitled to thirty (30) days' worth of wages as a penalty under Labor  
13 Code section 203, together with interest thereon and attorneys' fees and costs.

14 130. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described  
15 below.

16 **SEVENTH CAUSE OF ACTION AGAINST RALPH LAUREN RETAIL, INC.;**  
17 **RALPH LAUREN CORPORATION AND/OR DOES: Violations of the Private**  
18 **Attorneys General Act of 2004 ("PAGA") (Labor Code §2698 et seq.)**

19 131. Plaintiff and those similarly situated Class members hereby incorporate by reference each  
20 and every other paragraph in this Complaint herein as if fully plead.

21 132. Plaintiff, by virtue of his/her employment with Defendants, and Defendants' failure to  
22 provide meal and rest periods, overtime compensation, all wages for all work performed at  
23 the statutory minimum agreed upon rate, and all wages due at termination, are aggrieved  
24 employees with standing to bring an action under the Private Attorney General Act  
25 ("PAGA"). Plaintiff, as representative of the people of the State of California, will seek  
26 any and all penalties otherwise capable of being collected by the Labor Commission and/or  
27 the Department of Labor Standards Enforcement (DLSE). This includes each of the  
28 following, as set forth in Labor Code Section 2699.5, which provides that Section 2699.3(a)

1 applies to any alleged violation of the following provisions: Sections 201 through 203, 204,  
2 205.5, 212, 213, 221, 222, 223, 226, 226.7, 246, 247.5, 510, 512, 558, 1174, 1194, 1197,  
3 1197.1, and 1199.

4 133. Plaintiff is informed and believes that Defendants have violated and continue to violate  
5 provisions of the California Labor Code and applicable Wage Orders related to meal and  
6 rest periods, overtime compensation, wages for all work performed, all wages due at  
7 termination, paid sick leave, itemized wage statements, paying all wages owed twice per  
8 month, paying employees in cash without a discount, deposits without employees'  
9 voluntary authorization, and collecting all or part of employees' wages.

10 134. Plaintiff, as personal representative of the general public, will and does seek to recover any  
11 and all penalties for each and every violation shown to exist or to have occurred during the  
12 one-year period of filing this action, in an amount according to proof, as to those penalties  
13 that are otherwise only available to public agency enforcement actions. Funds recovered  
14 will be distributed in accordance with PAGA, with at least 75% of the penalties recovered  
15 being reimbursed to the State of California and the Labor and Workforce Development  
16 Agency (LWDA).

17 **EIGHTH CAUSE OF ACTION AGAINST RALPH LAUREN RETAIL, INC.;**  
18 **RALPH LAUREN CORPORATION AND/OR DOES: Violation of Unfair**  
19 **Competition Law (California Bus. & Prof. Code, § 17200, et seq.)**

19 135. Plaintiff and those similarly situated Class members hereby incorporate by reference each  
20 and every other paragraph in this Complaint herein as if fully plead.

21 136. Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
22 and/or DOES failure to pay all straight time and overtime wages earned, failure to provide  
23 compliant meal and/or rest breaks and/or compensation in lieu thereof, failure to itemize  
24 and keep accurate records, failure to pay all wages due at time of termination, as alleged  
25 herein, constitutes unlawful activity prohibited by California Business and Professions  
26 Code section 17200, et seq.

27 137. The actions of Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
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1 CORPORATION and/or DOES in failing to pay Plaintiff and members of the proposed  
2 Class in a lawful manner, as alleged herein, constitutes false, unfair, fraudulent and  
3 deceptive business practices, within the meaning of California Business and Professions  
4 Code section 17200, et seq.

5 138. Plaintiff is entitled to an injunction and other equitable relief against such unlawful  
6 practices in order to prevent future damage, for which there is no adequate remedy at law,  
7 and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as  
8 members of the general public actually harmed and as a representative of all others subject  
9 to Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION  
10 and/or DOES unlawful acts and practices.

11 139. As a result of their unlawful acts, Defendants RALPH LAUREN RETAIL, INC.; RALPH  
12 LAUREN CORPORATION and/or DOES have reaped and continue to reap unfair benefits  
13 at the expense of Plaintiff and the proposed Class she seeks to represent. Defendants  
14 RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES  
15 should be enjoined from this activity and made to disgorge these ill-gotten gains and restore  
16 Plaintiff and the members of the proposed Class pursuant to Business and Professions Code  
17 section 17203. Plaintiff is informed and believes, and thereon alleges, that Defendants  
18 and/or DOES are unjustly enriched through their policy of not all wages owed to Plaintiff  
19 and members of the proposed Class.

20 140. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and members of the  
21 proposed class are prejudiced Defendants RALPH LAUREN RETAIL, INC.; RALPH  
22 LAUREN CORPORATION and/or DOES unfair trade practices.

23 141. As a direct and proximate result of the unfair business practices of Defendants RALPH  
24 LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES, and each  
25 of them, Plaintiff, individually and on behalf of all employees similarly situated, are  
26 entitled to equitable and injunctive relief, including full restitution and/or disgorgement of  
27 all wages and premium pay which have been unlawfully withheld from Plaintiff and  
28

1 members of the proposed Class as a result of the business acts and practices described  
2 herein and enjoining Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
3 CORPORATION and/or DOES from engaging in the practices described herein.

4 142. The illegal conduct alleged herein is continuing, and there is no indication that Defendants  
5 RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES  
6 will cease and desist from such activity in the future. Plaintiff alleges that if Defendants  
7 RALPH LAUREN RETAIL, INC.; RALPH LAUREN CORPORATION and/or DOES are  
8 not enjoined from the conduct set forth in this Complaint, they will continue the unlawful  
9 activity discussed herein.

10 143. Plaintiff further requests that the Court issue a preliminary and permanent injunction  
11 prohibiting Defendants RALPH LAUREN RETAIL, INC.; RALPH LAUREN  
12 CORPORATION and/or DOES from continuing to not pay Plaintiff and the members of  
13 the proposed Class overtime wages as discussed herein.

14 144. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described  
15 below.

16 **V. PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays for judgment as follows:

- 18 1. That the Court determine that this action may be maintained as a class action;
- 19 2. For compensatory damages, in an amount according to proof at trial, with interest  
20 thereon;
- 21 ~~3. For economic and/or special damages in an amount according to proof with interest~~  
22 ~~thereon;~~
- 23 4. For unpaid straight time and overtime wages, in an amount according to proof at  
24 trial, with interest thereon;
- 25 5. For compensation for all time worked;
- 26 6. For compensation for not being provided paid rest breaks;
- 27 7. For compensation for not being provided paid meal periods;

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- 1 8. For damages and/or monies owed for failure to comply with itemized employee
- 2 wage statement provisions;
- 3 9. For all waiting time penalties owed;
- 4 10. That Defendant be found to have engaged in unfair competition in violation of
- 5 sections 17200 et seq. of the California Business and Professions Code;
- 6 11. That Defendant be ordered and enjoined to make restitution to the Class due to their
- 7 unfair competition, including disgorgement of their wrongfully withheld wages
- 8 pursuant to California Business and Professions Code sections 17203 and 17204;
- 9 12. That an order of specific performance of all penalties owed be issued under
- 10 Business and Professions Code sections 17202;
- 11 13. That Defendant be enjoined from continuing the illegal course of conduct, alleged
- 12 herein;
- 13 14. That Defendant further be enjoined to cease and desist from unfair competition in
- 14 violation of section 17200 et seq. of the California Business and Professions Code;
- 15 15. That Defendant be enjoined from further acts of restraint of trade or unfair
- 16 competition;
- 17 16. For attorneys' fees;
- 18 17. For interest accrued to date;
- 19 18. For penalties for each violation of the Labor Code Private Attorneys General Act
- 20 of 2004 ("PAGA");
- 21 ~~19. For costs of suit and expenses incurred herein; and~~
- 22 20. For any such other and further relief as the Court deems just and proper.

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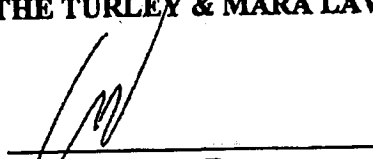
**DEMAND FOR JURY TRIAL**

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Plaintiff demands a jury trial.

Dated:

**THE TURLEY & MARA LAW FIRM, APLC**



William Turley, Esq.  
David Mara, Esq.  
Jill Vecchi, Esq.  
Nikki Ousdahl, Esq.  
Representing Plaintiff CHARONE GILMORE  
on behalf of herself, all others similarly situated,  
and on behalf of the general public.