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ATTORNEYS FOR PLAINTIFF, STARVONA HARRIS AND  
THOSE SIMILARLY SITUATED

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

STARVONA HARRIS, INDIVIDUALLY  
AND ON BEHALF OF THOSE SIMILARLY  
SITUATED,

PLAINTIFFS,

v.

BEST BUY STORES, L.P., A LIMITED  
PARTNERSHIP,

DEFENDANT.

) CASE No. 3:15-cv-00657 HSG

)  
) COMPLAINT FOR FLSA COLLECTIVE  
) ACTION AND RULE 23 CLASS  
) ACTION; REPRESENTATIVE ACTION

- ) 1) Failure to Pay Overtime Wages in Violation of FLSA
- ) 2) Failure to Pay Overtime Wages in Violation of California Law
- ) 3) Failure to Make Payments Within the Required Time in Violation of California Law
- ) 4) Failure to Provide Proper Itemized Wage Statements in Violation of California Law
- ) 5) Failure to Provide Reimbursements
- ) 6) Unfair Competition in Violation of California Law
- ) 7) Representative Claim for Violations of Private Attorney General Act under Labor Code § 2698 et seq.

) **JURY TRIAL DEMANDED**

1 Plaintiff, Starvona Harris, on behalf of herself and others similarly situated, makes  
2 the following allegations against Defendant, Best Buy Stores, L.P.

3 **I. NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff STARVONA HARRIS (“PLAINTIFF”) brings this collective action and  
5 class action against Defendant BEST BUY STORES, L.P. (“DEFENDANT”) for  
6 engaging in systematic violations of wage and hour laws. On information and belief,  
7 DEFENDANT has failed to pay PLAINTIFF and other current and former non-exempt  
8 employees overtime wages in violation of the California Labor Code, Industrial Welfare  
9 Commission Wage Orders (the “IWC Wage Orders”) and the Fair Labor Standards Act  
10 (“FLSA”), all of which contribute to DEFENDANT’S deliberate unfair competition. In  
11 addition, on information and belief, DEFENDANT has failed to provide PLAINTIFF and  
12 its current and former non-exempt California employees with proper wage statements,  
13 failed to pay the same employees all wages due upon their discharge or resignation, and  
14 failed to reimburse employees for all business expenses, all in violation of the California  
15 Labor Code.

16 2. On behalf of other current and former non-exempt employees who were employed  
17 by DEFENDANT throughout the United States, PLAINTIFF asserts claims for failure to  
18 pay overtime wages as a collective action pursuant to 29 U.S.C. § 216(b). On behalf of  
19 other current and former non-exempt employees who were employed by DEFENDANT  
20 in California, PLAINTIFF asserts claims for failure to pay overtime wages, failure to  
21 provide proper wage statements, failure to pay all wages due upon their discharge or  
22 resignation, failure to reimburse for business related expenses, and unfair competition as  
23 a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. PLAINTIFF  
24 seeks all damages, restitution, statutory penalties, civil penalties and other relief to which  
25 she and other similarly situated current and former non-exempt employees of  
26 DEFENDANT are entitled under the FLSA and California law.

27 **II. JURISDICTION**

28 3. The Court has federal question jurisdiction over this matter pursuant to 28 U.S.C.

1 § 1331 and 29 U.S.C. § 216(b), as PLAINTIFF asserts claims under the FLSA. The  
2 Court also has supplemental jurisdiction over the state law claims under 28 U.S.C. § 1367  
3 because the relationship between the federal and state claims is such that they form part  
4 of the same case or controversy under Article III of the United States Constitution.

### 5 **III. VENUE**

6 4. Venue is proper in the Northern District of California under 28 U.S.C.  
7 § 1391(c)(2), as DEFENDANT is subject to the court's personal jurisdiction and has  
8 minimal contacts with this District. DEFENDANT conducts business by selling goods  
9 and services, along with employing individuals to provide those goods and services,  
10 within the Northern District of California. In addition, venue is proper under 28 U.S.C. §  
11 1391(b)(2) because a substantial part of the events or omissions underlying the claims in  
12 this case occurred in the Northern District of California including, but not limited to,  
13 PLAINTIFF and a portion of the putative class were employed to work, performed work  
14 and on information and belief were not paid wages and not reimbursed for business  
15 expenses in the Northern District of California.

### 16 **IV. INTRADISTRICT ASSIGNMENT**

17 5. Pursuant to Local Rule 3-2(d), assignment to the San Francisco Division is  
18 appropriate because this action arose and a substantial part of the events and omissions  
19 giving rise to the claims occurred in the county of San Francisco and other counties set  
20 forth under that rule.

### 21 **V. PARTIES**

22 6. Plaintiff Starvona Harris is and at all relevant times was a resident of Oakland,  
23 California. From in or about October, 2013 until September, 2014, Plaintiff Starvona  
24 Harris was employed by DEFENDANT and performed services at one of  
25 DEFENDANT'S stores located in San Francisco, California including, but not limited to,  
26 selling merchandise in DEFENDANT'S appliance department.

27 7. At all relevant times, PLAINTIFF was a non-exempt employee of DEFENDANT.  
28 Furthermore, PLAINTIFF is an "aggrieved employee" within the meaning of Labor Code

1 § 2699(c) because she was employed by DEFENDANT and suffered the Labor Code  
2 violations in common with former or current non-exempt employees of DEFENDANT.

3 8. At all relevant times, DEFENDANT Best Buy Stores, L.P. was a Virginia Limited  
4 Partnership with its principal place of business and headquarters in the State of  
5 Minnesota. DEFENDANT Best Buy Stores, L.P. was the employer of PLAINTIFF and  
6 other similarly situated current and former non-exempt employees, as defined in the  
7 California Labor Code, Industrial Welfare Commission Wage Orders and FLSA.  
8 DEFENDANT sells merchandise to consumers throughout the United States, such as  
9 televisions, appliances, computers and other items. DEFENDANT also provides  
10 services for consumers throughout the United States including, but not limited to,  
11 installations and computer troubleshooting.

#### 12 **VI. FLSA COLLECTIVE ACTION ALLEGATIONS**

13 9. PLAINTIFF'S claim for failure to pay overtime wages in violation of the FLSA is  
14 brought as a collective action pursuant to 29 U.S.C. § 216(b) on behalf of herself and  
15 other current and former non-exempt employees of DEFENDANT who were employed  
16 by DEFENDANT anywhere in the United States (collectively "DEFENDANT'S current  
17 and former non-exempt employees").

18 10. At all relevant times, including the last three years, PLAINTIFF and other  
19 current and former non-exempt employees of DEFENDANT have been similarly situated  
20 in that, on information and belief, they have not been paid overtime wages for all hours  
21 worked in excess of 40 hours per week. At all relevant times, PLAINTIFF and other  
22 current and former non-exempt employees of DEFENDANT have been subjected to  
23 DEFENDANT'S common practices, policies, programs, procedures and plans, which  
24 have resulted in the willful failure by DEFENDANT to pay overtime wages in violation  
25 of the FLSA.

26 11. Although the names and addresses of the other current and former non-  
27 exempt employees of DEFENDANT are not yet known to PLAINTIFF, they are readily  
28 ascertainable from the records maintained by DEFENDANT and believed to be

1 numerous, greater than 1000 current and former employees. As PLAINTIFF has the  
2 same claims and damages of DEFENDANT’S other current and former employees, their  
3 claims are typical of the putative collective action class, and common issues predominate  
4 including, but not limited to, whether they were paid all overtime wages due to  
5 DEFENDANT’S common policies and practices. PLAINTIFF and her counsel will  
6 adequately represent the putative collective action because their interests are not adverse  
7 to DEFENDANT’S other current and former employees, and PLAINTIFF’S counsel are  
8 experienced in class action litigation. Notice of this action and the right to “opt-in” as a  
9 plaintiff for the purpose of PLAINTIFF’S collective action can be given to the other  
10 current and former non-exempt employees via first class mail at their last known address  
11 known by DEFENDANT.

12 12. Attached hereto as Exhibit 1 is the signed consent forms of PLAINTIFF to  
13 be a party to the collective action brought by her under the FLSA. PLAINTIFF is  
14 informed and believes and thereon alleges that, upon being given notice of her rights,  
15 many other current and former non-exempt employees of DEFENDANT will likewise  
16 consent to join as plaintiffs in the collective action brought by PLAINTIFF against  
17 DEFENDANT.

## 18 VII. CALIFORNIA CLASS ACTION ALLEGATIONS

19 13. PLAINTIFF brings her California state law claims on behalf of herself and  
20 all other similarly situated current and former non-exempt employees of DEFENDANT  
21 who worked in California (collectively, the “California Class”) as a class action pursuant  
22 to Rule 23 of the Federal Rules of Civil Procedure. The members of the California Class  
23 are part of the Wage Statement Subclass, the Overtime Wage Subclass, Waiting Time  
24 Subclass, the Unreimbursed Expenses Subclass and/or the UCL Subclass, which are  
25 defined as follows:

26 **California Class:** All persons who, at any time since the date four years before the  
27 filing of the complaint in this action (“Relevant Time Period”), were employed by  
28 DEFENDANT anywhere in California as non-exempt employees.

1 **Wage Statement Subclass:** All members of the California Class who, during the  
2 applicable limitations period, did not receive accurate itemized wage statements as  
3 required by Labor Code § 226.

4 **Overtime Wage Subclass:** All members of the California Class who, during the  
5 Relevant Time Period, worked in excess of eight (8) hours per day and/or in excess  
6 of forty (40) hours per week, and who did not receive overtime pay at the requisite  
7 overtime rates of pay.

8 **Waiting Time Subclass:** All members of the California Class who, during the  
9 applicable limitations period, did not receive all wages due in a timely manner as  
10 required by Labor Code §§ 201-204.

11 **Unreimbursed Expenses Subclass:** All members of the California Class who,  
12 during the applicable limitations period, did not have their business related expenses  
13 reimbursed as required by Labor Code § 2802.

14 **UCL Subclass:** All members of the California Class who, during the Relevant Time  
15 Period, are owed restitution in the form of wages earned and unpaid and  
16 unreimbursed expenses as a result of DEFENDANT'S uniform pay policies and  
17 procedures.

18 14. PLAINTIFF reserves the right under the Federal Rules of Civil Procedure  
19 and other applicable authority to amend or modify the class description with greater  
20 specificity or further division into subclasses or limitation to particular issues.

21 15. PLAINTIFF'S California state law claims are brought and may be  
22 maintained as a class action under Rule 23(a), (b)(3) of the Federal Rules of Civil  
23 Procedure.

24 a. **Numerosity.** The California Class members are so numerous that individual  
25 joinder of all of them as plaintiffs is impractical. While the exact number of  
26 California Class members is unknown to PLAINTIFF at this time, PLAINTIFF is  
27 informed and believes and thereon allege that there are hundreds or thousands of  
28 members in the California Class and each of its subclasses.

- 1       b. **Commonality.** There are questions of law or fact common to California Class  
2       members. Indeed, common issues of fact and law predominate over individual  
3       issues. These common questions include, but are not limited to, the following:
- 4       1. Whether DEFENDANT failed to pay California Class members for all  
5       overtime wages at the legally required and applicable regular rate of pay for  
6       each hour worked in excess of eight (8) hours per day or forty (40) hours per  
7       week;
  - 8       2. Whether DEFENDANT failed to provide to California Class members and  
9       maintain for at least three years accurate itemized wage statements, itemizing  
10      the correct gross and net wages earned, the total hours worked, the correct  
11      rates of pay and the correct hours worked at each rate of pay, among other  
12      things required by Labor Code § 226;
  - 13     3. Whether DEFENDANT failed to pay California Class members all wages  
14      earned upon their discharge or resignation of employment as required by  
15      Labor Code §§ 201-203;
  - 16     4. Whether DEFENDANT failed to reimburse California Class Members for all  
17      business related expenses; and
  - 18     5. Whether DEFENDANTS engaged in unlawful and unfair wage and hour  
19      practices in violation of the California Labor Code, Business & Professions  
20      Code § 17200 and IWC Wage Orders.
- 21      c. **Typicality.** PLAINTIFF is a member of the California Class, and her claims are  
22      typical of the claims of the other California Class members who PLAINTIFF  
23      seeks to represent. PLAINTIFF suffered the same kinds of injuries suffered by  
24      other California Class members and seeks the same kind of relief sought by other  
25      California Class members.
- 26      d. **Adequate Representation.** PLAINTIFF will adequately and fairly protect the  
27      interests of the members of the California Class. PLAINTIFF has no interests  
28      adverse to the interests of the absent California Class members. PLAINTIFF is



1 represented by legal counsel with substantial class action experience in civil  
2 litigation and employment law.

3 16. This case is brought and may be maintained as a class action under Rule  
4 23(b)(3) of the Federal Rules of Civil Procedure. Questions of law or fact common to  
5 class members predominate over any questions affecting only individual members, and a  
6 class action is superior to other available methods for the fair and efficient adjudication of  
7 the controversy. Class action treatment will allow a large number of similarly situated  
8 employees to prosecute their common claims in a single forum, simultaneously,  
9 efficiently, and without the unnecessary duplication of effort and expense that numerous  
10 individual actions would require. Further, the monetary amounts due to many individual  
11 members are likely to be relatively small, and the burden and expense of individual  
12 litigation would make it difficult or impossible for individual California Class members  
13 to seek and obtain relief. A class action will serve an important public interest by  
14 permitting employees harmed by DEFENDANT'S unlawful practices to effectively  
15 pursue recovery of the sums owed to them.

#### 16 **VIII. FACTUAL ALLEGATIONS**

17 17. PLAINTIFF and current and former non-exempt employees of  
18 DEFENDANT sold merchandise, performed services and other tasks for DEFENDANT.  
19 They were paid an hourly rate of pay for the work performed, along with a non-  
20 discretionary bonus. Although the bonus should have been taken into account when  
21 determining the regular rate of pay for overtime purposes, on information and belief  
22 DEFENDANT failed to do so. This resulted in PLAINTIFF and current and former non-  
23 exempt employees of DEFENDANT not receiving all overtime compensation due to  
24 them. For example, although PLAINTIFF earned a bonus for fiscal month June, 2015,  
25 which was from approximately June 1, 2014 until July 5, 2014, and worked overtime  
26 hours during the pay periods in that fiscal month, on information and belief she did not  
27 receive an overtime premium for the bonus worked during that fiscal month. Equally  
28 important, on information and belief, DEFENDANT failed to pay to PLAINTIFF and



1 current and former non-exempt employees of DEFENDANT the earned bonuses during  
2 the pay periods they were earned, the subsequent pay period or as soon as practicable, in  
3 violation of Labor Code § 204 and 29 C.F.R. § 778.106. As a result, DEFENDANT  
4 failed to pay PLAINTIFF and other current and former non-exempt employees sufficient  
5 overtime wages under the Labor Code and the FLSA.

6 18. On information and belief, DEFENDANT violated California Labor Code §  
7 2802 by failing to reimburse PLAINTIFF and other current and former non-exempt  
8 employees for business related expenses including, but not limited to, internet service,  
9 cell phone plans, cell phones, PDAs and other devices, which were necessary business-  
10 related expenses.

11 19. On information and belief, DEFENDANT did not provide proper wage  
12 statements to PLAINTIFF and other current and former non-exempt employees of  
13 DEFENDANT. On further information and belief, the wage statements did not list the  
14 correct gross and net wages due, the correct hourly rates of pay and the number of hours  
15 worked at those rates of pay, an identification number for the employee or last four digits  
16 of the employee's social security number, and the correct total hours worked, among  
17 other things required by Labor Code § 226.

18 20. On information and belief, when PLAINTIFFS and other former non-  
19 exempt employees of DEFENDANTS were discharged or resigned, DEFENDANTS did  
20 not pay them all wages due including, but not limited to, unpaid overtime wages.

## 21 X. CAUSES OF ACTION

### 22 FIRST CAUSE OF ACTION 23 FAILURE TO PAY OVERTIME WAGES UNDER THE FLSA (Violation of 29 U.S.C. §207 et seq.)

24 (By PLAINTIFF, on behalf of herself and DEFENDANT'S current  
25 and former non-exempt employees)

26 21. PLAINTIFF incorporates the foregoing paragraphs as though fully set forth  
27 herein.

28 22. At all relevant times, PLAINTIFF and DEFENDANT'S current and former

1 non-exempt employees were “employees” of DEFENDANTS under the FLSA, 29 U.S.C.  
2 § 201 et seq, and DEFENDANT was and continues to be an “employer” engaged in  
3 interstate commerce within the meaning of the FLSA.

4 23. Under 29 U.S.C. § 207 et seq., PLAINTIFF and DEFENDANT’S current  
5 and former non-exempt employees were entitled to overtime wages at the rate of 1 and  
6 1.5 times their regular rate for hours worked in excess of 40 per workweek.

7 24. On information and belief, DEFENDANT operated under a common policy  
8 and plan of willfully, regularly, and repeatedly failing and refusing to pay PLAINTIFF  
9 and DEFENDANT’S current and former non-exempt employees overtime compensation  
10 at the rates required by the FLSA, 29 U.S.C. § 207 for work performed in excess of forty  
11 (40) hours per workweek to which PLAINTIFF and DEFENDANT’S current and former  
12 non-exempt employees are entitled.

13 25. On information and belief, as a result of DEFENDANT’S unlawful  
14 conduct, PLAINTIFF and DEFENDANT’S current and former non-exempt employees  
15 have suffered damages in an amount not yet known, but subject to proof after discovery,  
16 to the extent they have not been paid all overtime wages earned.

17 26. Pursuant to 29 U.S.C. §§ 207, 216 et seq., PLAINTIFF and  
18 DEFENDANT’S current and former non-exempt employees are entitled to recover the  
19 full amount of their unpaid overtime wages, interest thereon, reasonable attorney’s fees,  
20 liquidated damages, and costs of suit, which PLAINTIFF seeks on behalf of herself and  
21 DEFENDANT’S current and former non-exempt employees. As PLAINTIFF has not  
22 received all records and information from DEFENDANT, the full amount of her unpaid  
23 overtime wages is not currently known. PLAINTIFF reserves the right to amend the  
24 Complaint after additional discovery is conducted regarding the amount of unpaid  
25 overtime wages sought.

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**SECOND CAUSE OF ACTION  
FAILURE TO PAY OVERTIME WAGES  
(Violation of Labor Code §§ 204, 510 and 1198)**

**(By PLAINTIFF, on behalf of herself and the California Class)**

1  
2  
3  
4  
5 27. PLAINTIFF realleges and incorporates by the foregoing paragraphs as  
6 though fully set forth herein.

7 28. PLAINTIFF and the California Class members were “non-exempt”  
8 employees of DEFENDANT who did not receive proper protections and benefits of the  
9 laws governing payment of overtime wages.

10 29. During the time of PLAINTIFF’S and the California Class members’  
11 employment with DEFENDANT, they were not exempt from receiving overtime  
12 compensation and were entitled to receive overtime compensation under Labor Code §§  
13 204, 510, and 1198 and IWC Wage Orders for any and all work performed in excess of 8  
14 hours per day, and/or for any and all work performed in excess of 40 hours per week.

15 30. On information and belief, DEFENDANT knowingly and willfully failed to  
16 pay PLAINTIFF and the California Class members all overtime compensation owed to  
17 them, including: (a) 1.5 times their regular rate of pay for hours worked in excess of 8  
18 hours per day and 40 hours per week and during the first 8 hours worked on the seventh  
19 day of a workweek; and (b) 2 times their regular rate of pay for all hours worked in  
20 excess of 12 hours per day and for any work performed in excess of 8 hours on any  
21 seventh day of a workweek.

22 31. On information and belief, as a direct result, PLAINTIFF and the California  
23 Class members have suffered and continue to suffer, substantial losses related to the use  
24 and enjoyment of such wages, lost interest on such wages and expenses and attorney’s  
25 fees in seeking to compel DEFENDANT to fully perform its obligations under state law,  
26 all to their respective damage in amounts according to proof at trial. PLAINTIFF, on  
27 behalf of herself and the California Class members, seeks to recover in a civil action the  
28 unpaid balance of the full amount of the unpaid overtime compensation, including

1 interest thereon, reasonable attorney's fees, and costs of suit, and other remedies provided  
2 under the Labor Code.

3 **THIRD CAUSE OF ACTION**  
4 **FAILURE TO PAY WAGES WITHIN REQUIRED TIME**  
5 **(Violations of Labor Code §§ 201, 202 and 203)**

6 **(By PLAINTIFF, on behalf of herself and the California Class)**

7 32. PLAINTIFF realleges and incorporates by this reference the foregoing  
8 paragraphs as though fully set forth herein.

9 33. Labor Code § 201 requires DEFENDANT to immediately pay any wages,  
10 without abatement or reduction, to any employee who is discharged. Labor Code § 202  
11 requires DEFENDANTS to pay all wages earned and unpaid, without abatement or  
12 reduction, no later than 72 hours of receiving an employee's notice of intent to quit or  
13 immediately at the time of quitting if the employee provided at least 72 hours notice of  
14 intent to quit.

15 34. For a willful violation of Labor Code §§ 201 and/or 202, Labor Code § 203  
16 causes the unpaid wages of the employee to continue as a penalty from the due date  
17 thereof at the same rate until paid, but the wages shall not continue for more than 30  
18 days.

19 35. On information and belief, DEFENDANT willfully did not provide  
20 PLAINTIFF and California Class members, after their discharge or resignation, with all  
21 wages due and owing including, but not limited to, all overtime wages by the times  
22 specified by Labor Code § 201 or 202. Consequently, pursuant to Labor Code § 203,  
23 DEFENDANT owes PLAINTIFF and California Class members the above-described  
24 waiting time penalty, all in an amount to be shown according to proof at trial, which  
25 PLAINTIFF seeks on behalf of themselves and the California Class.

1 **FOURTH CAUSE OF ACTION**  
2 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**  
3 **(Violation of Labor Code § 226)**

4 **(By PLAINTIFF, on behalf of herself and the California Class)**

5 36. PLAINTIFF realleges and incorporates the foregoing paragraphs as though  
6 fully set forth herein.

7 37. Labor Code § 226(a) requires that employers, including DEFENDANT, to  
8 furnish its employees with each wage payment an accurate, itemized writing that shows  
9 gross wages earned, total hours worked, all deductions, net wages earned, the inclusive  
10 dates of the period for which the employee is paid, the name and address of the legal  
11 entity that is the employer, the name of the employee and the portion of his or her social  
12 security number (or identification number) as required by law, and all applicable hourly  
13 rates in effect during the pay period and the corresponding number of hours worked at  
14 each hourly rate by the employee, among other things

15 38. On information and belief, DEFENDANT knowingly and intentionally  
16 failed to provide PLAINTIFF and California Class members with the above-described  
17 writing required by Labor Code § 226 through actions alleged herein including, but not  
18 limited to, a failure to provide total hours worked, correct gross and net wages earned, the  
19 number of hours worked at the correct hourly rates, the correct hourly rates of pay, and  
20 the last four digits of a social security number or employee identification number, among  
21 other things.

22 39. On information and belief, DEFENDANT'S failure to provide a proper  
23 writing deprived PLAINTIFF and California Class members with the ability to know,  
24 understand and question the calculation and rate of pay and hours used to calculate the  
25 wages paid by DEFENDANT. PLAINTIFF and California Class members, therefore,  
26 had no way to dispute the resulting miscalculation of wages, all of which resulted in an  
27 unjustified economic enrichment to DEFENDANT. DEFENDANT'S failure to provide  
28 the proper writing also required PLAINTIFF and California Class members to spend and

1 continue to spend attorney's fees and costs to determine the wages owed to them. As a  
2 direct result, PLAINTIFF and California Class members suffered and continue to suffer,  
3 substantial losses related to the use and enjoyment of such wages, lost interest on such  
4 wages and expenses and attorney's fees and costs in seeking to gather information and  
5 compel DEFENDANT to fully perform its obligation under state law, all to their  
6 respective damage in amounts according to proof at trial.

7 40. Labor Code § 226(e) requires DEFENDANT to pay the greater of all actual  
8 damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred,  
9 and one hundred dollars (\$100.00) per employee for each violation in subsequent pay  
10 periods, plus attorney's fees and costs, to PLAINTIFF and California Class members who  
11 were injured by DEFENDANT'S failure to comply with Labor Code § 226(a), which  
12 PLAINTIFF seeks on behalf of herself and the California Class. The exact amount of the  
13 applicable penalty is all in an amount to be shown according to proof at trial.

14 **FIFTH CAUSE OF ACTION**  
15 **FAILURE TO REIMBURSE BUSINESS EXPENSES**  
16 **(Violation of Labor Code § 2802)**

17 **(By PLAINTIFF, on behalf of herself and the California Class)**

18 41. PLAINTIFF realleges and incorporates by reference the foregoing  
19 paragraphs as though fully set forth herein.

20 42. Pursuant to California Labor Code Section 2802, an employer must  
21 indemnify its employees "for all necessary expenditures or losses incurred by the  
22 employee in direct consequence of the discharge of his or her duties . . . ."

23 43. On information and belief, PLAINTIFF and California class members made  
24 necessary expenditures and incurred losses as a direct consequence of the discharge of  
25 their duties and in obedience to the directions of DEFENDANT including, but not limited  
26 to, internet service, cell phone plans, cell phones, PDAs and other expenses.

27 44. On information and belief, DEFENDANT was responsible for reimbursing  
28

1 PLAINTIFF and California class members for their expenditures and losses as a direct  
2 consequence of the discharge of their duties, but failed to do so.

3 45. On information and belief, as a result of DEFENDANT’S unlawful  
4 conduct, PLAINTIFF and California Class members have suffered damages in an amount  
5 within the limited jurisdiction of the Court. PLAINTIFF and the California Class are  
6 entitled to recover the full amount of the unpaid expenditures and losses, interest thereon,  
7 reasonable attorney’s fees and costs of suit.

8 **SIXTH CAUSE OF ACTION**  
9 **UNFAIR COMPETITION**  
10 **(Violation of Business and Professions Code § 17200)**

11 **(By PLAINTIFF, on behalf of herself and the California Class)**

12 46. PLAINTIFF realleges and incorporates by reference the foregoing  
13 paragraphs as though fully set forth herein.

14 47. California Business & Professions Code § 17200 et seq. prohibits acts of  
15 unfair competition, which includes any “unlawful, unfair or fraudulent business act or  
16 practice...” On information and belief, PLAINTIFF and California Class members, as  
17 herein alleged, have suffered and continue to suffer injuries in fact, due to the unlawful,  
18 fraudulent and unfair business practices of DEFENDANT.

19 48. As alleged herein, on information and belief, DEFENDANT systematically  
20 engaged in unlawful conduct such as wage and hour violations, failing to pay proper  
21 wages and monies for hours worked, failing to provide correct wage statements according  
22 to law, and failing to reimburse employees for necessary business-related expenses all in  
23 order to decrease its costs of doing business and increase its profits.

24 49. On information and belief, at the time that PLAINTIFF and California  
25 Class members were hired, DEFENDANT knowingly, intentionally and illegally  
26 misrepresented to each of them conformance with the California Labor Code, FLSA,  
27 and/or IWC Wage Orders, including the payment of promised bonuses and other wages  
28 and the reimbursement of the expenses.



1           50.           On information and belief, from the time that PLAINTIFF and California  
2 Class members were hired, DEFENDANT failed to comply with the California Labor  
3 Code, FLSA and IWC Wage Orders through its actions as herein alleged including, but  
4 not limited to its failure to: (1) timely pay all wages due for all hours worked, including  
5 overtime wages and bonuses, (2) provide accurate itemized wage statements, (3) pay all  
6 wages due and owing within the time specified by the Labor Code and FLSA, (4) pay all  
7 accrued wages upon the termination of employment, and (5) provide reimbursement for  
8 all business related expenses.

9           51.           At all times relevant, on information and belief, DEFENDANT  
10 intentionally avoided paying to PLAINTIFF and California Class members wages and  
11 monies and other financial obligations attached thereto, thereby creating for  
12 DEFENDANT an artificially lower cost of doing business in order to undercut  
13 competitors and establish and/or gain a greater foothold in the marketplace, all to the  
14 detriment of PLAINTIFF and California Class members.

15           52.           On information and belief, at all times relevant herein PLAINTIFF and  
16 California Class members relied on and believed DEFENDANT'S representations  
17 concerning its conformance with the California and federal wage and hour laws, all to  
18 their detriment.

19           53.           On information and belief, as a result of DEFENDANT'S intentional,  
20 willful, purposeful, illegal and fraudulent misrepresentation of its conformance with the  
21 Labor Code, FLSA, and IWC Wage Orders, PLAINTIFF and California Class members  
22 suffered a loss of wages and monies, all in an amount to be shown according to proof at  
23 trial. By violating the foregoing statutes and regulations as herein alleged,  
24 DEFENDANT'S acts constitute unfair, fraudulent and unlawful business practices under  
25 Business and Professions Code § 17200 et seq.

26           54.           As a result of the unfair, fraudulent and unlawful business practices of  
27 DEFENDANT alleged herein, PLAINTIFF and California Class members are entitled to  
28 declaratory relief, injunctive relief, disgorgement, and restitution in an amount according

1 to proof. As private attorneys general under California Civil Code § 1021.5,  
2 PLAINTIFF, on behalf of herself and California Class members, seek to recover any and  
3 all attorney's fees incurred herein.

4 **SEVENTH CAUSE OF ACTION**  
5 **(Violation of Private Attorney General Act (Labor Code § 2698 et seq.))**  
6 **(By PLAINTIFF, On Behalf of All Similarly-Situated Current and Former California**  
7 **Employees of DEFENDANT)**

8 55. PLAINTIFF realleges and incorporates by reference the foregoing  
9 paragraphs as though fully set forth herein.

10 56. Pursuant to Labor Code § 2699, any provision of the Labor Code that  
11 provides for a civil penalty to be assessed and collected by the Labor and Workforce  
12 Development Agency ("LWDA") or any of its departments, divisions, commissions,  
13 boards, agencies or employees for violation of the code may, as an alternative, be  
14 recovered through a civil action brought by an aggrieved employee on behalf of himself  
15 or herself and other current or former California employees pursuant to the procedures  
16 specified in Labor Code § 2699.3.

17 57. PLAINTIFF is an "aggrieved employee" because she was employed by the  
18 alleged violators and had the alleged violations committed against her, and therefore is  
19 properly suited to represent the interests of other current and former non-exempt  
20 California employees of DEFENDANT who had the same or similar violations  
21 committed against them.

22 58. PLAINTIFF exhausted her administrative remedies and notice  
23 requirements by the filing of a letter with the LWDA on or about February 11, 2015,  
24 which set forth all of the allegations contained herein. Further, the letter was served on  
25 DEFENDANT on the same date. The LWDA did not respond within the 33-day  
26 statutory period for the LWDA to respond. Thus, the LWDA did not notify PLAINTIFF  
27 and DEFENDANT that it would investigate the allegations. Thus, PLAINTIFF has  
28 exhausted her administrative remedies and notice requirements under the Private

1 Attorneys General Act and is authorized to pursue this representative action against  
2 DEFENDANT pursuant to Labor Code § 2699.3.

3 59. On information and belief, DEFENDANT failed to maintain accurate  
4 records of hours worked for its non-exempt employees and other records including, but  
5 not limited to, all wage statements and/or other payroll records that set forth when each  
6 work period started and ended, when meal periods were taken, the correct number of  
7 hours worked and gross and net wages earned. On further information and belief,  
8 DEFENDANT willfully failed to provide accrued wages timely during employment and  
9 also timely upon termination of employment, failed to provide wage statements that  
10 comply with Labor Code § 226 to California employees as required under the Labor  
11 Code and Wage Orders, failed to reimburse employees for business related expenses and  
12 failed to provide minimum wages, agreed upon wages and overtime pay to PLAINTIFF  
13 and other non-exempt employees who worked in California as required under the Labor  
14 Code and Wage Orders, among other things.

15 60. Labor Code § 2699, *et seq.* imposes upon DEFENDANT penalties for  
16 violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 256, 510, 558, 1174,  
17 1175, 1194, 1197, 1198 and 2802 among other Labor Code provisions and Wage Orders  
18 including, but not limited to, other sections alleged herein.

19 61. Pursuant to Labor Code § 2699 *et seq.*, PLAINTIFF seeks to recover civil  
20 penalties and wages on behalf of herself and other current and former employees of  
21 DEFENDANT who worked in California. The exact amount of the applicable penalties  
22 and wages is unknown at this time, but an amount to be shown according to proof at trial.

23 62. For bringing this action, PLAINTIFF is entitled to attorney's fees and costs  
24 incurred herein.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, PLAINTIFF, on behalf of herself and similarly situated current  
27 and former non-exempt employees of DEFENDANT, including the California Class,  
28 pray for judgment and relief against DEFENDANT as follows:

1           a.       An order certifying that PLAINTIFF may pursue her FLSA claims  
2 against DEFENDANT as a collective action on behalf of other current and former non-  
3 exempt employees of DEFENDANT under 29 U.S.C. § 216(b).

4           b.       An order certifying that PLAINTIFF may pursue her California state  
5 law claims against DEFENDANT as a class action on behalf of the California Class, the  
6 Wage Statement Subclass, the Overtime Wage Subclass, Waiting Time Subclass,  
7 Unreimbursed Expenses Subclass and/or the UCL Subclass under Federal Rule of Civil  
8 Procedure 23;

9           c.       An order appointing PLAINTIFF as Class representative and  
10 appointing PLAINTIFF'S counsel as Class Counsel;

11           d.       For general damages and special damages including, but not limited  
12 to, unpaid wages, agreed upon wages, overtime wages, and unreimbursed expenses;

13           e.       For reasonable attorney fees, cost of suit, and interest to the extent  
14 permitted by law, including pursuant to Civil Code § 1021.5, the FLSA and the  
15 California Labor Code;

16           f.       For liquidated damages pursuant to the Labor Code and the FLSA;

17           g.       Penalties under Labor Code sections 226, 203, 2699 (including  
18 PAGA penalties sought for violations of Labor Code §§ 201, 202, 203, 204, 210, 226,  
19 226.3, 256, 510, 558, 1174, 1194, 1197, 1198 and 2802) and other applicable Labor Code  
20 provisions;

21           h.       For restitution, injunctive relief, declaratory relief and other relief  
22 provided by Business and Professions Code § 17200 et seq., including a declaratory  
23 judgment that DEFENDANT violated Labor Code §§ 201, 202, 203, 204, 226, 226.3, 510  
24 and other provisions of the Labor Code, the FLSA, and/or Orders of the Industrial  
25 Welfare Commission, and a permanent injunction prohibiting DEFENDANT from future  
26 violations of the same laws;

27           i.       For an order requiring DEFENDANT to restore and disgorge all  
28 funds to PLAINTIFF and California Class members acquired by means of any act or

1 practice declared by this Court to be unlawful, unfair or fraudulent and, therefore,  
2 constituting unfair competition under Business and Professions Code § 17200 et seq.;

3 j. For an award of damages in the amount of unpaid compensation  
4 including, but not limited to unpaid wages, benefits and penalties according to proof,  
5 including interest thereon;

6 k. For an accounting to determine all money wrongfully obtained and  
7 held by DEFENDANT;

8 l. For pre- and post-judgment interest, and

9 m. For such other relief as the Court deems just and proper.

10 WOODALL LAW OFFICES

11 DATE: MAY 1, 2015

12  
13 BY: /S/KEVIN F. WOODALL  
14 KEVIN F. WOODALL  
15 ATTORNEYS FOR PLAINTIFF, STARVONA  
16 HARRIS AND SIMILARLY SITUATED  
17 FORMER AND CURRENT EMPLOYEES OF  
18 DEFENDANT

19 **JURY TRIAL DEMANDED**

20 A jury trial is hereby demanded by Plaintiff.

21 WOODALL LAW OFFICES

22 DATE: MAY 1, 2015

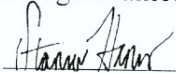
23 BY: /S/ KEVIN F. WOODALL  
24 KEVIN F. WOODALL  
25 ATTORNEYS FOR PLAINTIFF, STARVONA  
26 HARRIS AND ALL SIMILARLY SITUATED  
27 FORMER AND CURRENT EMPLOYEES OF  
28 DEFENDANT

CONSENT TO JOIN

I was employed by Best Buy Stores, L.P. ("Best Buy") from in or about October, 2013 until in or about September, 2014 as a non-exempt employee in the Appliance Department.

I choose to participate in the proposed Fair Labor Standards Act ("FLSA") collective action titled *Starvona Harris et al. v. Best Buy Stores, L.P.* I understand that this lawsuit seeks unpaid overtime and other remedies may be owed to me, and that by joining the lawsuit I will become a representative plaintiff. I choose to be represented as a collective action member in this matter by Woodall Law Offices and other attorneys with whom they may associate. I understand that the attorneys will act in the best interests of the collective action members as a whole and hereby waive any conflict that may arise from the attorneys' representation of multiple collective action members.

Printed Full Legal Name: Starvona Harris

Signature: 

Date signed: 2/10/2015