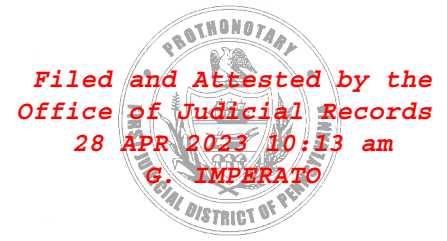


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<p>TAMAYAH JENKINS, on behalf of herself and others similarly situated,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>PETSMART, LLC,</p> <p style="text-align: right;">Defendant.</p>	<p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p>	<p>PHILADELPHIA COUNTY COURT OF COMMON PLEAS</p> <p>APRIL TERM, 2023</p> <p>CLASS ACTION</p> <p>JURY TRIAL DEMANDED</p>
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**COMPLAINT – CLASS ACTION**

**10- Contract: Other**

NOTICE	AVISO
<p>You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint of for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.</p> <p><i>You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.</i></p> <p style="text-align: center;"> <b>Philadelphia Bar Association Lawyer Referral and Information Service 1101 Market Street, 11<sup>th</sup> Floor Philadelphia, Pennsylvania 19107 (215) 238-1701</b> </p>	<p>Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascantar un comparencia escrita o en persona o con un abogado o entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Se avisado que si usted no se defiende, la corte tomara medida y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor de demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero sus propiedades u otros derechos importantes para usted.</p> <p><i>Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio Vaya en persona o llame por telefono a la oficina cuy direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.</i></p> <p style="text-align: center;"> <b>Asociacion De Licenciados De Filadelfia Servicio De Referencia E Informacion Legal 1101 Market Street, 11<sup>th</sup> Floor Filadelfia, Pennsylvania 19107 (215) 238-1701</b> </p>

Tamayah Jenkins (“Plaintiff”) brings this class action lawsuit against PetSmart, LLC (“PetSmart”), seeking all available relief under the Philadelphia Fair Workweek Employment Standards (“Fair Workweek Law”), §§ 9-4600, *et seq.* The Philadelphia City Council passed the Fair Workweek Law to require retail, hospitality and fast-food employers to provide their employees with predictable schedules with advance notice, sufficient time between shifts, and pathways to full-time employment. PetSmart violated the Fair Workweek Law by failing to provide compliant written good faith estimates of employees’ work schedules; failing to provide 14-days’ notice of employees’ works schedules; failing to pay required penalties and Predictability Pay and obtain written consent when PetSmart changed employees’ work schedules with less than 14-days’ notice; changing employees’ schedules at the last minute; and failing to offer new shifts to current employees before hiring new employees. *See* Phila. Fair Workweek L. §§ 9-4602-05, 9-4611.

There is growing recognition that unpredictable, unstable, and often insufficient work hours are a key problem facing many U.S. workers, particularly those in low-wage industries. Volatile hours not only mean volatile incomes but add to the strain working families face as they try to plan ahead for childcare or juggle schedules in order to take classes, hold down a second job, or pursue other career opportunities. *See* Economic Policy Institute, “‘Fair workweek’ laws help more than 1.8 million workers: Laws promote workplace flexibility and protect against unfair scheduling practices” (Jul. 19, 2018), *available at* <https://files.epi.org/pdf/145586.pdf>.

The Philadelphia City Council passed the Fair Workweek Law to require retail, hospitality, and fast-food employers to provide their employees with predictable schedules with advance notice, sufficient time between shifts, and pathways to full-time employment.

Employers were required to be compliant with the Fair Workweek Law by April 1, 2020.

**JURISDICTION AND VENUE**

1. This Court has personal jurisdiction over PetSmart.
2. Venue in this Court is proper under Pennsylvania Rules of Civil Procedure 1006 and 2179(a)(2), (3), and (4).

**PARTIES**

3. Plaintiff is an individual residing in Philadelphia, Pennsylvania.
4. PetSmart is a Delaware corporation with its principal place of business in Phoenix, Arizona, and registered to do business in the Commonwealth of Pennsylvania, Entity No. 2561307.

**FACTS**

5. PetSmart is a nationwide big box retailer.
6. Upon information and belief, PetSmart owns and operates approximately five (5) retail locations in Philadelphia (the “Philadelphia Stores”). Specifically, the stores are located at 11000 Roosevelt Blvd. Philadelphia, PA 19116, 7422 Bustleton Ave. Philadelphia, PA 19152, 4640-60 E. Roosevelt Blvd. Philadelphia, PA 19124, 2360 W. Oregon Ave. Philadelphia, PA 19145, and 1415 Washington Ave. Philadelphia, PA 19146.
7. PetSmart stores are Retail Establishments as defined under the North American Industry Classification System (“NAICS”) in that they are fixed point-of-sale locations for merchandise and other goods for sale.
8. Based on information and belief, PetSmart employs 56,000 or more employees and has 1,660 or more locations in the United States. *See* <https://www.petsmartcorporate.com/our-story/> (last visited April 17, 2023).
9. PetSmart is a covered employer within the meaning of the Fair Workweek Law.

Phila. Fair Workweek L. § 9-4601(4).

10. Plaintiff was employed as an hourly employee at the PetSmart store located at 2360 W. Oregon Ave. Philadelphia, PA 19145.

11. Plaintiff worked at PetSmart from approximately June 2022 through November 2022.

12. Plaintiff is a covered employee within the meaning of the Fair Workweek Law. Phila. Fair Workweek L. § 9-4601(5).

13. Plaintiff performed work involving the direct provision of retail services to the public through engaging in customer contact, among other tasks outlined in Section 2.3 of the Regulations Regarding Chapter 9-4600 of the Philadelphia Code: Fair Workweek Employment Standards.

14. To the best of Plaintiff's recollection, PetSmart did not provide Plaintiff or other covered employees with a written good faith estimate of the hours, dates, times, and locations of their expected regular schedule in violation of Phila. Fair Workweek L. § 9-4602(1).

15. PetSmart regularly provided Plaintiff with her work schedule with less than 14-days' written notice and without paying Predictability Pay, in violation of Phila. Fair Workweek L. §§ 9-4602(3) & (4).

16. Upon information and belief, PetSmart failed to always provide other covered employees with 14-days' written notice of their work schedules.

17. PetSmart changed Plaintiff's schedule with less than 14-days' written notice of her work schedule without obtaining written consent and without paying Predictability Pay, in violation of Phila. Fair Workweek L. §§ 9-4602(3) & (4).

18. Upon information and belief, PetSmart changed other covered employees'

schedules with less than 14-days' written notice of their work schedule without obtaining written consent and without paying Predictability Pay, in violation of Phila. Fair Workweek L. §§ 9-4602(3) & (4).

19. During Plaintiff's employment, PetSmart regularly changed Plaintiff's schedule by more than 20 minutes by requiring her to work past her scheduled hours and failed to pay her Predictability Pay, in violation of Phila. Fair Workweek L. § 9-4603.

20. Upon information and belief, PetSmart regularly changed Plaintiff's and other covered employees' schedule by more than 20 minutes by requiring them to work past their scheduled hours and failed to pay them Predictability Pay, in violation of Phila. Fair Workweek L. § 9-4603.

21. When Plaintiff worked additional hours that were not on her schedule, PetSmart failed to obtain written consent, in violation of Phila. Fair Workweek L. § 9-4602(6).

22. Upon information and belief, when other covered employees worked additional hours that were not on their schedule, PetSmart failed to obtain written consent, in violation of Phila. Fair Workweek L. § 9-4602(6).

23. PetSmart also failed to provide Plaintiff and other covered employees with written notification of the details of available shifts, including whether the shifts are recurring, how to express interest in picking them up, and its policy for offering and distributing work shifts under the Fair Workweek Law, before hiring new employees in violation of Phila. Fair Workweek L. § 9-4605.

#### **CLASS ALLEGATIONS**

24. Plaintiff brings this lawsuit as a class action. She sues on behalf of all PetSmart hourly employees who worked at a Philadelphia Store during any workweek within the relevant

time period.

25. This action may be properly maintained as a class action pursuant to Pennsylvania Rules of Civil Procedure 1702, 1708, and 1709. Class action treatment of Plaintiff's Fair Workweek claims is appropriate because, as alleged below, all of the Pennsylvania class action requisites are satisfied.

26. The class, upon information and belief, includes hundreds of individuals, all of whom are readily ascertainable based on PetSmart's business records and are so numerous that joinder of all class members is impracticable.

27. Plaintiff is a class member, her claims are typical of the claims of other class members, and she has no interests that are antagonistic to or in conflict with the interests of other class members.

28. Plaintiff and her lawyers will fairly and adequately represent the class members and their interests because, *inter alia*, (a) Plaintiff is represented by experienced class action counsel who are well-prepared to vigorously and competently litigate this action on behalf of the class; (b) Plaintiff and her counsel are free of any conflicts of interest that prevent them from pursuing this action on behalf of the class; and (c) Plaintiff and her counsel have adequate financial resources to assure that the interests of the class will not be harmed.

29. Questions of law and fact are common to all class members, because, *inter alia*, this action concerns PetSmart's common timekeeping, payroll, scheduling, and compensation policies, as described herein. The legality of these policies will be determined through the application of generally applicable legal principles to common facts.

30. A class action provides a fair and efficient method for adjudication of the controversy because, *inter alia*, the previously mentioned common questions of law and fact

predominate over any questions affecting Plaintiff or any individual class member; the monetary damages sought are readily calculatable and attributable to class members; maintenance of the instant litigation protects against the risk of inconsistent or varying adjudications that might result if individual class members were to commence independent actions in various courthouses throughout the Commonwealth.

31. Because this case concerns Philadelphia law, and because PetSmart conducts a substantial amount of business in Philadelphia County, including at the Philadelphia Stores that are the subject of the instant action, this Court is an appropriate forum for the litigation of the claims of the entire class.

32. The complexities of the issues and the expense of litigating separate claims of individual class members weigh in favor of class certification. For example, in the instant action, Plaintiff will seek and present evidence concerning PetSmart's common timekeeping, scheduling, compensation, and payroll practices. The gathering and presentation of such evidence in multiple proceedings would be inefficient, redundant, and unjustifiably expensive. The class action device, when compared to multiple proceedings, presents far fewer management difficulties, and provides the benefits of unitary adjudication, economies of scale, and comprehensive supervision by a single court. Concentrating this litigation in one forum promotes judicial economy and efficiency and promotes parity among the claims of individual class members as well as judicial consistency. Thus, the conduct of this action as a class action conserves the resources of the parties and the court system, protects the rights of each class member, and meets all due process requirements as to fairness to PetSmart.



**FIRST CAUSE OF ACTION**

**Fair Workweek Law**

**Failure to Provide Written Good Faith Estimates  
(Brought on behalf of Plaintiff and the Fair Workweek Class)**

33. Plaintiff, on behalf of herself and the Class, realleges and incorporates by reference all allegations in all preceding paragraphs.

34. PetSmart is required to provide each new employee (or existing employees who were current employees as of the effective date of the Fair Workweek Law) with a written good faith estimate of their schedule that aligns with their actual schedule no later than when a new employee receives his, her or their first work schedule. Phila. Fair Workweek L. § 9-4602(1); Phila. Fair Workweek Reg. 3.3.

35. PetSmart is also required to maintain records of the good faith estimates it provides to employees. Phila. Fair Workweek L. § 9-4602(1); Phila. Fair Workweek Reg. 3.0. Where an employer fails to maintain, retain, or produce a required record, “it shall be presumed that the employer has violated the Chapter, absent clear and convincing evidence otherwise.” Phila. Fair Workweek L. § 9-4609(1).

36. PetSmart committed a unique violation of Section 9-4602(1) of the Fair Workweek Law each time it failed to provide a written good faith estimate to any employees hired to work in any Philadelphia store and anytime the good faith estimate did not align with the employee’s actual work schedule.

37. As a result of PetSmart’s violations of Section 9-4602(1) of the Fair Workweek Law, Plaintiff and the Class have been deprived of a predictable schedule and are entitled to: (1) an order directing compliance; (2) unpaid compensation; (3) \$200 in presumed damages; (4) liquidated damages up to \$2,000; and (5) reasonable attorney’s fees and costs. Phila. Fair Workweek L. § 9-4611(7)(c) & (d); Phila. Fair Workweek Reg. 10.0.



**SECOND CAUSE OF ACTION**  
**Fair Workweek Law**  
**Failure to Provide Advance Notice of Work Schedules**  
**(Brought on behalf of Plaintiff and the Fair Workweek Class)**

38. Plaintiff, on behalf of herself and the Class, realleges and incorporates by reference all allegations in all preceding paragraphs.

39. PetSmart was required to provide covered employees with their work schedule no later than 14 days before the first day of any new schedule. Phila. Fair Workweek L. §§ 9-4602-03.

40. PetSmart was required to pay Predictability Pay for schedule changes and obtain written consent for any additional hours or shifts that occurred with less than 14 days' notice. Phila. Fair Workweek L. §§ 9-4602-03.

41. PetSmart is also required to maintain records of the work schedules and good faith estimates it provides to employees. Phila. Fair Workweek L. § 9-4602(1); Phila. Fair Workweek Reg. 3.0. Where an employer fails to maintain, retain, or produce a required record, "it shall be presumed that the employer has violated the Chapter, absent clear and convincing evidence otherwise." Phila. Fair Workweek L. § 9-4609(1).

42. As a result of PetSmart's violations of Section 9-4602 of the Fair Workweek Law, Plaintiff and the Class have been deprived of a predictable schedule and are entitled to: (1) an order directing compliance; (2) unpaid compensation; (3) unpaid Predictability Pay; (4) \$50 each time PetSmart failed to provide a written Work Schedule; (5) \$25 each time PetSmart failed to promptly notify employees about a schedule change, and \$100 each time PetSmart failed to get written consent from an employee for added work hours, in presumed damages; (6) liquidated damages up to \$2,000; and (7) reasonable attorney's fees and costs. Phila. Fair Workweek L. § 9-4611(7)(c)&(d); Phila. Fair Workweek Reg. 10.0.

**THIRD CAUSE OF ACTION**  
**Fair Workweek Law**  
**Failure to Provide Schedule Change Premiums**  
**(Brought on behalf of Plaintiff and the Fair Workweek Class)**

43. Plaintiff, on behalf of herself and the Class, realleges and incorporates by reference all allegations in all preceding paragraphs.

44. PetSmart is required to provide employees with Predictability Pay for changes of more than 20 minutes that it makes to employees' work schedules within the 14-day statutory schedule provision date. Phila. Fair Workweek L. § 9-4603.

45. PetSmart is also required to maintain records of all employer-initiated changes to the posted work schedules and the good faith estimates it provides to employees. Phila. Fair Workweek L. § 9-4602(1); Phila. Fair Workweek Reg. 3.0. Where an employer fails to maintain, retain, or produce a required record, "it shall be presumed that the employer has violated the Chapter, absent clear and convincing evidence otherwise." Phila. Fair Workweek L. § 9-4609(1).

46. PetSmart committed a unique violation of Section 9-4603 of the Fair Workweek Law each time it failed to pay the required Predictability Pay to employees whose work schedules it changed with less than 14-days' notice.

47. As a result of PetSmart's violations of Section 9-4603 of the Fair Workweek Law, Plaintiff and the Class have been deprived of a predictable schedule and are entitled to: (1) an order directing compliance; (2) unpaid compensation; (3) unpaid Predictability Pay; (4) \$25 each time PetSmart failed to promptly notify employees about a schedule change and \$100 each time PetSmart failed to get written consent from an employee for added work hours, in presumed damages; (5) liquidated damages up to \$2,000; and (6) reasonable attorney's fees and costs. Phila. Fair Workweek L. § 9-4611(7)(c)&(d); Phila. Fair Workweek Reg. 10.0.

**FOURTH CAUSE OF ACTION**

**Fair Workweek Law**

**Failure to Offer Newly Available Shifts to Existing Employees  
(Brought on behalf of Plaintiff and the Fair Workweek Class)**

48. Plaintiff, on behalf of herself and the Class, realleges and incorporates by reference all allegations in all preceding paragraphs.

49. PetSmart is required to notify its current employees about newly available shifts and offer them those shifts before hiring any new employees. Phila. Fair Workweek L. § 9-4605.

50. PetSmart is also required to notify employees in writing of its policy for offering and distributing work shifts under the Fair Workweek Law, at the time of hire and within 24 hours of any change in the policy, and must post the notice in an accessible location in the workplace.

51. PetSmart is also required to maintain records of the notices and policy it provides to employees. Phila. Fair Workweek L. § 9-4609(1). Where an employer fails to maintain, retain, or produce a required record, “it shall be presumed that the employer has violated the Chapter, absent clear and convincing evidence otherwise.” *Id.*

52. PetSmart committed a unique violation of Section 9-4605 of the Fair Workweek Law each time it failed to provide written notice of available work hours as required by section 9-4605(2)

53. PetSmart committed a unique violation of Section 9-4605 of the Fair Workweek Law each time it failed to provide written notice of its policy for distributing work hours as required by section 9-4605(6).

54. PetSmart committed a unique violation of Section 9-4605 of the Fair Workweek Law each time it failed to award available work hours as required by section 9-4605(4).

55. As a result of PetSmart’s violations of Section 9-4605 of the Fair Workweek Law, Plaintiff and the Class have been deprived of pathways to full time employment and are entitled

to: (1) an order directing compliance; (2) unpaid compensation; (3) \$50 each pay period that PetSmart failed to provide written notice of available work hours; (4) \$50 each pay period that PetSmart failed to provide written notice of its policy for distributing work hours, in presumed damages; (5) \$1,000 per violation for failure to award available work hours pursuant to Section 9-4605; (6) liquidated damages up to \$2,000; and (7) reasonable attorney’s fees and costs. Phila. Fair Workweek L. § 9-4611(7)(c)&(d); Phila. Fair Workweek Reg. 10.0.

**JURY DEMAND**

Plaintiff demands a jury trial.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, on behalf of herself and the Class, seeks the following relief:

- (i) unpaid wages; (ii) unpaid Predictability Pay; (iii) presumed damages; (iv) liquidated damages; (v) prejudgment interest; (vi) litigation costs, expenses, and attorney’s fees; and (vii) any other and further relief this Court deems just and proper.

Date: April 27, 2023

Respectfully submitted,

\_\_\_\_\_  
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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [PetSmart Violated Philadelphia Fair Workweek Law, Class Action Alleges](#)

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