

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING**

No.

CLASS ACTION COMPLAINT FOR DISCRIMINATION

V.

Defendants.

CLASS ACTION COMPLAINT FOR DISCRIMINATION - 1

EMERY | REDDY, PLLC
600 Stewart Street, Suite 1100
Seattle, WA 98101
Phone: (206) 442-9106 • Fax: (206) 441-9711

1 matters, as follows:

2 **I. NATURE OF THE EPOA**

3 1. This is a class action lawsuit to remedy Defendants’ ongoing violation of Plaintiff
4 and Class members’ civil rights.

5 2. Effective January 1, 2023, employers with 15 or more employees must disclose,
6 in each posting for each job opening, the wage scale or salary range and a general description of
7 all of the benefits and other compensation being offered to the hired applicant. *See* RCW
8 49.58.110(1).

9 3. The Washington Legislature finds that “despite existing equal pay laws, there
10 continues to be a gap in wages and advancement opportunities among workers in Washington.”
11 RCW 49.58.005(1). The Legislature further finds that “lower starting salaries translate into lower
12 pay, less family income, and more children and families in poverty.” RCW 49.58.005(3)(c).

13 4. This lawsuit follows important, recent research which revealed pervasive pay
14 disparity in Washington with respect to both women and other protected classes. In particular, the
15 study found that women are paid 78 cents for every dollar paid to men—a decline from 80 cents
16 to the dollar a decade ago. *See* Alison Saldanha, *Seattle’s pay gap between women and men just*
17 *won’t stop growing* (Mar. 8, 2024), [https://www.seattletimes.com/business/seattle-hits-rock-](https://www.seattletimes.com/business/seattle-hits-rock-bottom-in-terms-of-the-pay-gap-between-women-and-men/)
18 [bottom-in-terms-of-the-pay-gap-between-women-and-men/](https://www.seattletimes.com/business/seattle-hits-rock-bottom-in-terms-of-the-pay-gap-between-women-and-men/).

19 5. “Some folks do not have the networks or ability to negotiate salaries. Salaries vary
20 wildly in companies within the same industry and applicants do not have the ability to know what
21 the value of the position is.” Engrossed Substitute S.B. 5761 House Bill Report, 67th Leg., Reg.
22 Sess. (Wash. 2022). The pay transparency provision of the Washington Equal Pay and
23 Opportunities Act (“EPOA”), RCW 49.58.110, “allows a discussion at the start of the process
24 instead of after an offer has been made, which will increase the ability to negotiate pay.” *Id.*
25 Additionally, “[m]any candidates spend hours going through rounds of interviews only to find
26 out they can’t live on the offered pay.” Engrossed Substitute S.B. 5761 Senate Bill Report, 67th
27 Leg., Reg. Sess. (Wash. 2022). The EPOA makes Washington “more competitive” for job

1 seekers. *Id.*

2 6. “[P]ay range disclosures function primarily to correct information asymmetry:
3 they give applicants access to key information that only the employer may know. This information
4 is essential to help job candidates, particularly females and candidates in other protected classes,
5 to achieve equal pay when faced with negotiating a starting salary. Pay range disclosures also
6 stand to help current employees discover if they are being underpaid, either to ask for more or
7 equitable compensation or, if the employee suspects discrimination, to initiate an enforcement
8 action.” Stephanie Bornstein, *The Enforcement Value of Disclosure*, 72 Duke L.J. 1771, 1789
9 (2023).

10 7. “[T]he duty to disclose a pay range and to do so publicly goes further, serving
11 other important purposes of a disclosure scheme. It may induce behavior-forcing effects by
12 requiring an employer to identify the pay received by other employees currently in the position
13 and set new employee pay comparably. The goal is that the employer will create pay uniformity
14 based on the position itself rather than the person holding the position.” *Id.* at 1790.

15 8. “That pay range postings are public creates additional pressure on employers to
16 provide accurate and fair salary ranges that will attract the best job applicants. And setting pay in
17 a range to which an employer has publicly pre-committed may likely limit the role that even
18 unconscious gender and racial biases play in pay setting.” *Id.*

19 9. On January 1, 2021, Colorado enacted a similar pay transparency law that requires
20 online job postings to include information about the expected salary of the position. “One early
21 study of the Colorado pay range posting law showed that, among firms that complied, posted job
22 salaries increased by 3.6 percent.” *Id.* (citing David Arnold, Simon Quach & Bledi Taska, *The*
23 *Impact of Pay Transparency in Job Postings on the Labor Market 2* (Aug. 17, 2022) (unpublished
24 manuscript), <https://perma.cc/KBQ5-L9U2>).

25 10. This is a class action on behalf of individuals who applied to job openings with
26 Defendants where the postings did not disclose the wage scale or salary range and a general
27 description of all of the benefits and other compensation to be offered to the hired applicant in

1 direct violation of RCW 49.58.110.

2 11. Plaintiff and Class members seek injunctive relief to address Defendants' refusal
3 to disclose in postings the wage scale or salary range and a general description of all of the benefits
4 and other compensation to be offered to the hired applicant, and statutory damages pursuant to
5 RCW 49.58.070 and RCW 49.58.110.

6 **II. JURISDICTION AND VENUE**

7 12. This Court has jurisdiction over this cause of action pursuant to RCW 2.08.010.

8 13. Venue is proper in this Court pursuant to RCW 4.12.020 because the acts and
9 omissions alleged took place, in whole or in part, in King County, Washington and pursuant to
10 RCW 4.12.025 because Defendants transact business in King County, Washington.

11 **III. PARTIES**

12 14. Plaintiff Shannon Spencer resides in Skagit County, Washington and applied for
13 a position with Defendants in Washington.

14 15. Defendant L'Oreal USA, Inc. is a foreign profit corporation that regularly transacts
15 business in King County, Washington.

16 16. Defendant Saloncentric Inc. is a foreign profit corporation that regularly transacts
17 business in King County, Washington and has offices for the transaction of business in King
18 County, Washington at 14210 Northeast 20th Street, Suite B-D, Bellevue, Washington 98007 and
19 840 Northeast Northgate Way, Seattle, Washington 98125.

20 17. Defendant Designer Fragrances & Cosmetics Company is a foreign profit
21 corporation doing business as Kiehl's Since 1851, Luxury Beauty Store, and L'Oreal. Defendant
22 Designer Fragrances & Cosmetics Company regularly transacts business in King County,
23 Washington and has offices for the transaction of business in King County, Washington at 2611
24 Northeast University Village Street, Seattle, Washington 98105 and 134 Bellevue Square Mall,
25 Bellevue, Washington 98004.

26 18. Defendant L'Oreal Travel Retail Americas, Inc. is a foreign profit corporation that
27 regularly transacts business in King County, Washington.

1 19. Defendant L’Oreal USA S/D, Inc. is a foreign profit corporation that regularly
2 transacts business in King County, Washington.

3 20. Plaintiff is currently unaware of the true names and capacities of the defendants
4 sued herein under fictitious names Does 1-20, inclusive, and therefore sues such defendants by
5 such fictitious names. Plaintiff will seek leave to amend this Complaint to allege the true names
6 and capacities of the fictitiously named defendants when their true names and capacities have
7 been ascertained. Plaintiff is informed and believes, and thereon alleges, each of the fictitiously
8 named defendants is legally responsible in some manner for the events and occurrences alleged
9 herein, and for the damages suffered by Plaintiff and the Class.

10 IV. STATEMENT OF FACTS

11 21. Effective January 1, 2023, all Washington employers with 15 or more employees
12 are required to disclose, in each posting for each job opening, the wage scale or salary range, and
13 a general description of all of the benefits and other compensation being offered to the hired
14 applicant. *See* RCW 49.58.110.

15 22. For the purposes of RCW 49.58.110, “posting” means any solicitation intended to
16 recruit job applicants for a specific available position, including recruitment done directly by an
17 employer or indirectly through a third party, and includes any postings done electronically, or
18 with a printed hard copy, that includes qualifications for desired applicants. RCW 49.58.110(1).

19 23. Defendants employ more than 15 individuals.

20 24. From January 1, 2023, to the present, Plaintiff and more than 40 Class members
21 applied to job openings with Defendants for positions located in Washington where the postings
22 did not disclose the wage scale or salary range and a general description of all of the benefits and
23 other compensation to be offered to the hired applicant.

24 25. Despite RCW 49.58.110 becoming effective January 1, 2023, Defendants continue
25 to withhold the wage scale or salary range and/or a general description of all of the benefits and
26 other compensation to be offered to the hired applicant in some, if not all, postings for
27 Washington-based positions.

1 26. As of the date of this filing, Defendants continue to employ discriminatory hiring
2 practices as a result of their ongoing refusal to comply with RCW 49.58.110.

3 27. Defendants' refusal to disclose the wage scale or salary range and a general
4 description of all of the benefits and other compensation to be offered to the hired applicant in
5 postings is a violation of Plaintiff and Class members' civil rights, as specifically defined by RCW
6 49.58.110.

7 28. On or about November 26, 2023, Plaintiff applied for a job opening in Washington
8 with Defendants.

9 29. A true and correct copy of Defendants' posting that Plaintiff applied to is attached
10 hereto as Exhibit 1.

11 30. The posting for the job opening Plaintiff applied to did not disclose the wage scale
12 or salary range and a general description of all of the benefits and other compensation to be offered
13 to the hired applicant.

14 31. In working through the application, Plaintiff expected that at some point he would
15 learn the wage scale or salary range and a general description of all of the benefits and other
16 compensation to be offered to the hired applicant.

17 32. However, Defendants withheld the wage scale or salary range and a general
18 description of all of the benefits and other compensation to be offered to the hired applicant in the
19 posting and throughout the application process.

20 33. As a result of Defendants' refusal to disclose the wage scale or salary range to be
21 offered to the hired applicant in the posting, Plaintiff was unable to determine the pay for the
22 position.

23 34. As a result of Defendants' refusal to disclose the wage scale or salary range and a
24 general description of all of the benefits and other compensation to be offered to the hired
25 applicant in the posting, Plaintiff remains unable to evaluate the pay and benefits for the position
26 and compare it to other available positions in the marketplace, which negatively impacts
27 Plaintiff's current and lifetime wages.

35. As a result of Defendants' refusal to disclose the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant in the posting, Plaintiff's ability to negotiate pay remains adversely affected.

36. Plaintiff lost valuable time applying to a position for which the posting did not disclose the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant.

37. As noted by the Legislature, "[m]any candidates spend hours going through rounds of interviews only to find out they can't live on the offered pay." Engrossed Substitute S.B. 5761 Senate Bill Report, 67th Leg., Reg. Sess. (Wash. 2022).

38. Plaintiff has experienced economic and non-economic harm as a direct result of Defendants' discriminatory hiring practices, their violation of RCW 49.58.110, and their contribution to wage inequality as a result of their refusal to disclose in postings the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant.

39. Plaintiff and Class members are victims of Defendants' discriminatory hiring practices, which are specifically prohibited by RCW 49.58.110.

40. Defendants engaged in a common course of conduct of failing to disclose the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant in the postings to which Plaintiff and Class members applied.

41. As a result of Defendants' systemic violations of RCW 49.58.110, and the EPOA generally, Class members have experienced harm identical to that experienced by Plaintiff.

42. Plaintiff and each Class member seek statutory damages of \$5,000, plus their reasonable attorneys' fees and costs.

V. CLASS ACTION ALLEGATIONS

43. Class Definition. Under Civil Rule 23(a) and (b)(3), Plaintiff brings this case as a class action against Defendants on behalf of the Class defined as follows ("Class"):

1 All individuals who applied for a job opening in Washington with
2 L'Oreal USA, Inc.; Saloncentric Inc.; Designer Fragrances &
3 Cosmetics Company; L'Oreal Travel Retail Americas, Inc.; or
4 L'Oreal USA S/D, Inc. where the job posting did not disclose the
5 wage scale or salary range and a general description of all of the
6 benefits and other compensation to be offered to the hired applicant
7 from January 1, 2023, through the date of certification of the Class.

8 44. Excluded from the Class are Defendants and their officers and directors.

9 45. Numerosity. There are potentially dozens of Class members who applied for jobs
10 with Defendants within the time period relevant to this matter. Joinder of all such individuals is
11 impracticable. Further, the disposition of all claims of the Class in a single action will provide
12 substantial benefits and efficiency to all parties and to the Court.

13 46. Commonality. Because Class members applied for job openings that did not
14 disclose the wage scale or salary range and the benefits to be offered to the hired applicant, this
15 is a straightforward matter of determining whether Defendants' actions violate Washington law,
16 and, if so, assessing statutory damages.

17 47. Typicality. Plaintiff's claims are typical of the claims of the Class. Plaintiff and
18 Class members applied for job openings with Defendants that did not disclose the wage scale or
19 salary range and the benefits to be offered to the hired applicant.

20 48. Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.
21 Plaintiff has retained competent and capable attorneys with substantial experience in complex
22 class action litigation. Plaintiff and Plaintiff's counsel are committed to prosecuting this action
23 vigorously on behalf of the Class and have the financial resources to do so. Neither Plaintiff nor
24 Plaintiff's counsel have interests that are contrary to or that conflict with those of the Class.

25 49. Predominance. Defendants have engaged in a common course of conduct of failing
26 to disclose the wage scale or salary range and the benefits to be offered to the hired applicant in
27 job postings in violation of RCW 49.58.110. The common issues arising from Defendants'
unlawful conduct affect Plaintiff and Class members and predominate over any individual issues.
Adjudication of these common issues in a single action has the important and desirable advantage

1 of judicial economy.

2 50. Superiority. Plaintiff and the Class have suffered, and will continue to suffer, harm
3 and damages as a result of Defendants' unlawful and wrongful conduct. Absent a class action,
4 however, most Class members would find the cost of litigating their claims prohibitive, especially
5 when that cost is balanced against each individual's respective potential award. Class treatment
6 is superior to multiple individual lawsuits or piecemeal litigation because it conserves judicial
7 resources, promotes consistency and efficiency of adjudication, provides a forum for claimants
8 with smaller cases and those with few resources, and deters illegal activities. There will be no
9 significant difficulty in the management of this case as a class action. The members of the Class
10 and the job postings to which they applied are readily identifiable through Defendants' own
11 records.

12 VI. CAUSE OF ACTION

13 FIRST CAUSE OF ACTION

14 VIOLATION OF RCW 49.58.110

15 *Claim of Relief for Plaintiff and the Class*

16 51. Plaintiff incorporates by reference all foregoing factual allegations and realleges
17 them as though fully set forth herein.

18 52. As described more fully above, Defendants did not disclose the wage scale or
19 salary range and a general description of all of the benefits and other compensation to be offered
20 to the hired applicant in job postings seeking workers for their Washington locations.

21 53. On and after January 1, 2023, Plaintiff and Class members applied for job openings
22 with Defendants where the job postings did not disclose the wage scale or salary range and a
23 general description of all of the benefits and other compensation to be offered to the hired
24 applicant.

25 54. Defendants' actions and omissions violate RCW 49.58.110.

26 55. As a result of Defendants' actions and omissions, Plaintiff and Class members
27 have experienced economic and non-economic harm.

56. Plaintiff and Class members seek statutory damages pursuant to RCW 49.58.070

1 and RCW 49.58.110, as opposed to their actual damages.

2 57. Plaintiff and Class members also seek to recover their costs and reasonable
3 attorneys' fees.

4 **VII. REQUEST FOR RELIEF**

5 58. Plaintiff, individually and on behalf of members of the Class, requests that the
6 Court enter judgment against Defendants as follows:

- 7 a. An order certifying that this action be maintained as a class action and appointing
8 Plaintiff as Class Representative and Plaintiff's counsel as Class Counsel;
- 9 b. Statutory damages of \$5,000 to Plaintiff and each Class member pursuant to RCW
10 49.58.070 and RCW 49.58.110;
- 11 c. Attorneys' fees and costs pursuant to RCW 49.58.070 and RCW 49.58.110;
- 12 d. Pre- and post-judgment interest;
- 13 e. Preliminary and permanent injunctive relief prohibiting, restraining, and enjoining
14 Defendants from engaging in the conduct complained of herein, including, but not
15 limited to, an order requiring Defendants to disclose the wage scale or salary range
16 and a general description of all of the benefits and other compensation to be offered
17 to the hired applicant in job postings for jobs located in Washington;
- 18 f. Declaratory relief to the effect that Defendants' failure to disclose in each posting
19 for each Washington job opening the wage scale or salary range and a general
20 description of all of the benefits and other compensation to be offered to the hired
21 applicant violates Washington law;
- 22 g. Leave to amend this complaint to conform to the evidence; and
- 23 h. Any additional or further relief which the Court deems equitable, appropriate, or
24 just.
- 25
26
27

1 DATED July 22, 2025.

EMERY | REDDY, PLLC

2
3 By: /s/ Timothy W. Emery
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17 *Attorneys for Plaintiff Shannon Spencer*
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27

EXHIBIT 1

indeed.com/viewjob?jk=bb9b7fa4801848ec&from=serp&vjs=3

indeed

Sign in

Sales and Training Coordinator (Seattle, Washington)

L'Oreal

4,501 reviews

Seattle, WA

Full-time

L'Oreal

4,501 reviews

Read what people are saying about working here.

Job

Company

Job details

Here's how the job details align with your job preferences.
Manage job preferences anytime in your [profile](#).

Job type

Full-time

Full job description

Job Description Form

Section 1: General Information

Job Title: Sales and Training Coordinator

Division: L'OREAL Luxe

Supervisor Title: Sales and Training Executive

Location: Jersey City, NJ

Section 2: Job Summary:

indeed.com/viewjob?jk=bb9b7fa4801848ec&from=serp&vjs=3

Section 2: Job Summary:

This role is a true hands-on selling and training position. As a Sales and Training Coordinator and "Brand Ambassador" you must achieve and exceed retail sales plans in an assigned market, through events, focus days and training of retailer associates, management and IT Cosmetics freelancers. Support and execute all brand initiatives. Ensure all merchandising updates are completed in a timely manner and inventory levels are in place to support growth at store level.

The **Sales and Training Coordinator** will be responsible for:

- Achieving monthly, quarterly and annual sales goals, as assigned
- Accept responsibility for your retail goals and adjust strategy in partnership with your supervisor according to performance and achievement within each retailer
- Monitor ranking and competitive retail performance and report findings to your Sales and Training Executive
- Strong in store presence; lead by example through selling and training.
- Scheduling, planning and execution of trainings, focus days, events, and brand initiatives at store level
- Based on the changing needs of the business, Sales and Training Coordinators may participate in Digital Workstreams as required by Sales and Training Executive and Regional Sales Director

Training:

- Train all retailer staff, management and freelancers
- Inspire staff to sell the brand even when you are not in the store
- Facilitate market trainings in partnership with your Sales and Training Executive seasonally to introduce new launch products
- Prepare and plan for all trainings using education department approved tools and guides
- Participate and lead Grand Openings
- Track all trainings and complete all training documents and recap and report results to the Sales and Training Executive

Management:

- Weekly business review with your Sales and Training Executive
- Partner with Sales and Training Executive to come up with additional strategies to achieve sales goals
- Develop, in partnership with Sales and Training Executive, a call cycle/calendar by 15th of each month and provide schedule to Sales and Training Executive
- Monitor appointment bookings prior to events
- Approve freelance hours in a timely manner and track to ensure proper usage of budget
- Directly responsible for recruitment, management and training of freelance
- Review and monitor performance of freelancers weekly
- In partnership with your Sales and Training Executive, make changes in personnel when- necessary based on performance
- Maintain gondola quality and merchandising per best practice protocols
- Sales and Training Coordinator should plan on being in store a minimum of 5 days each week, with 1/2 office day per week
- Complete all reporting in a timely manner (freelance tracker, expense tracker, time sheets, etc.)

indeed.com/viewjob?jk=bb9b7fa4801848ec&from=serp&vjs=3

- Sales and Training Coordinator should plan on being in store a minimum of 5 days each week, with 1/2 office day per week
- Complete all reporting in a timely manner (freelance tracker, expense tracker, time sheets, etc.)

Communication:

- Communicate with Sales and Training Executive consistently throughout the business week
- Communicate at least once monthly with all stores within territory to review objectives vs. performance
- Inform the store team of all seasonal marketing activity well in advance to ensure proper set-up and preparation

Budgets:

- Manage and adhere to all freelance and T&L budgets
- Adhere to all company rules and regulations pertaining to T&L

Section 3: Job Requirements:

- Bachelor's degree and / or equal experience in the cosmetics industry preferred
- High School Diploma required
- 1 to 2 years of management experience required
- Minimum 5 years sales experience, cosmetics experience preferred
- Goal driven with an ability to multi-task
- Must be creative and resourceful for events
- Must be creative in training of product knowledge and motivation of daily/weekly objectives
- Strong interpersonal, organizational, and communication skills
- Enthusiastic, friendly, positive energy
- Exceptional customer service skills

Section 4: Judgment and Decision Making:

This role will require a balance of analytical thinking, strong application skills of ideas to develop consumer knowledge and insight and to act on the data in collaboration with internal brand & external account partners. We are looking for a change agent that can naturally connect dots across the organization to capture strong results for the brand. This role requires constant interaction across a matrixed business structure to coordinate work and deliver objectives. As a result, this individual must effectively build networks and become the in-house expert on the brand's consumer mindset to help influence, convince, and introduce new ways of marketing. We are looking for a dynamic, creative leader and self-starter to build a vision for the brand. This position reports to the Sales and Training Executive

Section 5: Required Competencies:

- Leads with Human Sensitivity – Demonstrates respect, develops others (i.e. explains strategic objectives and the meaning of

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Section 5: Required Competencies:

- Leads with Human Sensitivity – Demonstrates respect, develops others (i.e. explains strategic objectives and the meaning of projects; manages senior/junior members as needed) and enriches team dynamics (i.e. motivates the team to work with diverse personalities and cultures)
- Displays Sensitivity to Our "Métier" – Focuses on quality, continues to build personal knowledge of the beauty business and understanding of beauty and Consumer Behaviors.
- Demonstrates Entrepreneurship – Takes initiative (i.e. demonstrates resourcefulness), focuses on customers, improves performance (i.e. improves work processes to save time and resources) and develops a vision. Considers consumers a company asset.
- Innovates – Shows curiosity, imagines creative solutions generating business value, promotes team creativity and utilizes data to draw new insights.
- Achieves Results with Integrity – Conveys energy, focuses on results, deliverables, and follow-through (i.e., accelerates multiple tasks to meet deadlines) and acts with integrity
- Manages Complexity – Reasons from multiple perspectives (i.e. analyzes issues by combining listening, observation, reasoning and common sense) and makes decisions (i.e. finds solutions when facing dilemmas)
- Interacts Effectively – Listens and communicates effectively (i.e. presents confidently and convinces others) and actively networks


Please note: *This job description does not list all duties of the job. Employees may be asked by management to perform other duties. The employer has the right to revise this job description at any time.*

- You can apply to up to three jobs within a rolling 30-day window.
- You cannot withdraw your application once you applied, so please make sure to choose a job that matches your dreams.
- Please visit "Your Application Space" to see the jobs you have already applied to.
- Please don't create another account with a different email. If you do so, your account might be merged and your application record will be deleted.

You must create an Indeed account before continuing to the company website to apply

Apply now 

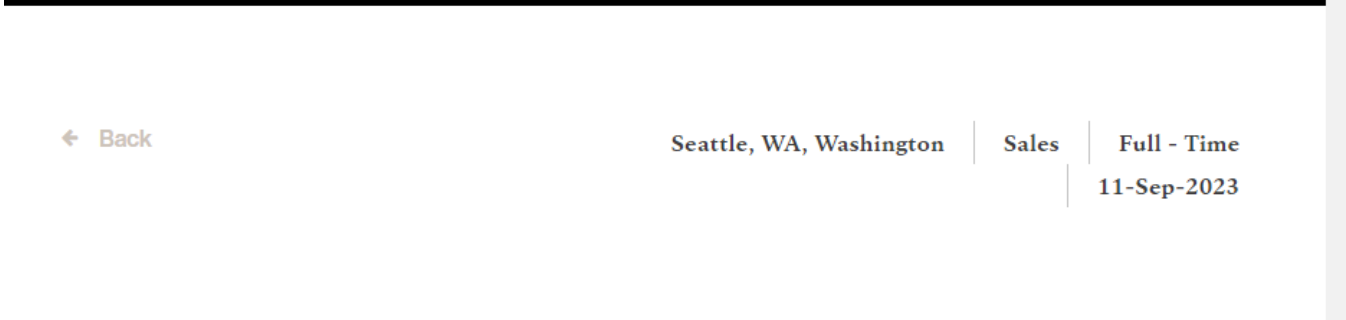


 **Report job**

[Training Coordinator jobs in Seattle, WA](#)

[Jobs at L'Oreal in Seattle, WA](#)

[Training Coordinator salaries in Seattle, WA](#)



11-Sep-2023

Section 1: General Information

careers.loreal.com/en_US/jobs/JobDetail/Sales-and-Training-Coordinato... ☆

☰ L'ORÉAL 🔍

Section 1: General Information

Job Title: **Sales and Training Coordinator**

Division: L'OREAL Luxe

Supervisor Title: Sales and Training Executive

Location: Jersey City, NJ

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This role is a true hands-on selling and training position. As a Sales and Training Coordinator and "Brand Ambassador" you must achieve and exceed retail sales plans in an assigned market, through events, focus days and training of retailer associates, management and IT Cosmetics freelancers. Support and execute all brand initiatives. Ensure all merchandising updates are completed in a timely manner and inventory levels are in place to support growth at store level.

The **Sales and Training Coordinator** will be responsible for:

- Achieving monthly, quarterly and annual sales goals, as assigned
- Accept responsibility for your retail goals and adjust strategy in partnership with your supervisor according to performance and achievement within each retailer
- Monitor ranking and competitive retail performance and report findings to your Sales and Training Executive
- Strong in store presence; lead by example through selling and training.
- Scheduling, planning and execution of trainings, focus days, events, and brand initiatives at store level
- Based on the changing needs of the business, Sales and Training Coordinators may participate in Digital Workstreams as required by Sales and Training Executive and Regional Sales Director

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- Based on the changing needs of the business, Sales and Training Coordinators may participate in Digital Workstreams as required by Sales and Training Executive and Regional Sales Director

Training:

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- Monitor appointment bookings prior to events
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- Review and monitor performance of freelancers weekly
- In partnership with your Sales and Training Executive, make changes in personnel when- necessary based on performance
- Maintain gondola quality and merchandising per best practice protocols
- Sales and Training Coordinator should plan on being in store a minimum of 5 days each week, with 1/2 office day per week
- Complete all reporting in a timely manner (freelance tracker, expense tracker, time sheets, etc.)

Communication:

-

- Communicate with Sales and Training Executive consistently throughout the business week
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- Inform the store team of all seasonal marketing activity well in advance to ensure proper set-up and preparation

Budgets:

-

- Manage and adhere to all freelance and T&L budgets
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Section 3: Job Requirements:

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- Bachelor's degree and / or equal experience in the cosmetics industry preferred
- High School Diploma required

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Section 3: Job Requirements:


- Bachelor's degree and / or equal experience in the cosmetics industry preferred
- High School Diploma required
- 1 to 2 years of management experience required
- Minimum 5 years sales experience, cosmetics experience preferred
- Goal driven with an ability to multi-task
- Must be creative and resourceful for events
- Must be creative in training of product knowledge and motivation of daily/weekly objectives
- Strong interpersonal, organizational, and communication skills
- Enthusiastic, friendly, positive energy
- Exceptional customer service skills

Section 4: Judgment and Decision Making:


This role will require a balance of analytical thinking, strong application skills of ideas to develop consumer knowledge and insight and to act on the data in collaboration with internal brand & external account partners. We are looking for a change agent that can naturally connect dots across the organization to capture strong results for the brand. This role requires constant interaction across a matrixed business structure to coordinate work and deliver objectives. As a result, this individual must effectively build networks and become the in-house expert on the brand's consumer mindset to help influence, convince, and introduce new ways of marketing. We are looking for a dynamic, creative leader and self-starter to build a vision for the brand. This position reports to the Sales and Training Executive

Section 5: Required Competencies:

1. Leads with Human Sensitivity – Demonstrates respect, develops others (i.e. explains strategic objectives and the meaning of projects; manages senior/junior members as needed) and enriches team dynamics (i.e. motivates the team to work with diverse personalities and cultures)
2. Displays Sensitivity to Our "Métier" – Focuses on quality, continues to build personal knowledge of the beauty business and the understanding of beauty and consumers



L'ORÉAL®



Section 5: Required Competencies:

- 1 . Leads with Human Sensitivity – Demonstrates respect, develops others (i.e. explains strategic objectives and the meaning of projects; manages senior/junior members as needed) and enriches team dynamics (i.e. motivates the team to work with diverse personalities and cultures)
- 2 . Displays Sensitivity to Our "Métier" – Focuses on quality, continues to build personal knowledge of the beauty business and understanding of beauty and Consumer Behaviors.
- 3 . Demonstrates Entrepreneurship – Takes Initiative (i.e. demonstrates resourcefulness), focuses on customers, improves performance (i.e. Improves work processes to save time and resources) and develops a vision. Considers consumers a company asset.
- 4 . Innovates – Shows curiosity, imagines creative solutions generating business value, promotes team creativity and utilizes data to draw new insights.
- 5 . Achieves Results with Integrity – Conveys energy, focuses on results, deliverables, and follow-through (i.e., accelerates multiple tasks to meet deadlines) and acts with integrity
- 6 . Manages Complexity – Reasons from multiple perspectives (i.e. analyzes issues by combining listening, observation, reasoning and common sense) and makes decisions (i.e. finds solutions when facing dilemmas)
- 7 . Interacts Effectively – Listens and communicates effectively (i.e. presents confidently and convinces others) and actively networks

Please note: This job description does not list all duties of the job. Employees may be asked by management to perform other duties. The employer has the right to revise this job description at any time.

Apply now

https://careers.loreal.com/en_US/jobs/ApplicationMethods?jobId=162500 **thn a rolling 30-day window.**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

No.

SUMMONS (20 DAYS)

V.

Defendants.

TO: L'OREAL USA S/D, INC.

SUMMONS (20 DAYS) - 1

EMERY | REDDY, PLLC
600 Stewart Street, Suite 1100
Seattle, WA 98101
PHONE: (206) 442-9106 • FAX: (206) 441-9711

In order to defend against this lawsuit, you must respond by stating your defense in writing, and serve a copy upon the person signing this summons within 20 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where the plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the person signing this summons. Within 14 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the service on you of this summons and complaint will be void.

If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.

This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of The State of Washington.

DATED this 22nd day of July, 2025.

Respectfully Submitted,

EMERY | REDDY, PLLC

By: /s/ Timothy W. Emery
 Timothy W. Emery, WSBA No. 34078
 Patrick B. Reddy, WSBA No. 34092
 Paul Cipriani, WSBA No. 59991
 Hannah M. Hamley, WSBA No. 59020
 Emery Reddy, PLLC
 600 Stewart Street, Suite 1100
 Seattle, WA 98101
 Phone: (206) 442-9106
 Fax: (206) 441-9711
 Email: emeryt@emeryreddy.com
 Email: reddyp@emeryreddy.com
 Email: paul@emeryreddy.com
 Email: hannah@emeryreddy.com
Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

No.

SUMMONS (60 DAYS)

L'OREAL USA, INC., a foreign profit corporation; SALONCENTRIC INC., a foreign profit corporation; DESIGNER FRAGRANCES & COSMETICS COMPANY, a foreign profit corporation doing business as KIEHL'S SINCE 1851, LUXURY BEAUTY STORE, and L'OREAL; L'OREAL TRAVEL RETAIL AMERICAS, INC., a foreign profit corporation; L'OREAL USA S/D, INC., a foreign profit corporation; and DOES 1-20, as yet unknown Washington entities.

Defendants.

TO: L'OREAL TRAVEL RETAIL AMERICAS, INC.

SUMMONS (60 DAYS) - 1

EMERY | REDDY, PLLC
600 Stewart Street, Suite 1100
Seattle, WA 98101
PHONE: (206) 442-9106 • FAX: (206) 441-9711

In order to defend against this lawsuit, you must respond by stating your defense in writing, and serve a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where the plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the person signing this summons. Within 14 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the service on you of this summons and complaint will be void.

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This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of The State of Washington.

DATED this 22nd day of July, 2025.

Respectfully Submitted,

EMERY | REDDY, PLLC

By: /s/ Timothy W. Emery
 Timothy W. Emery, WSBA No. 34078
 Patrick B. Reddy, WSBA No. 34092
 Paul Cipriani, WSBA No. 59991
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 Email: hannah@emeryreddy.com
Attorneys for Plaintiff

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Lawsuit Claims L'Oreal Illegally Omits Wage, Benefits Information from Job Listings](#)
