

JAMES HAWKINS APLC

James R. Hawkins, Esq. (#192925)

Gregory Mauro, Esq. (#222239)

Michael Calvo, Esq. (#314986)

Jeanne Sarmiento, Esq. (#309660)

9880 Research Drive, Suite 200

Irvine, CA 92618

Tel.: (949) 387-7200

Fax: (949) 387-6676

Email: James@jameshawkinsaplc.com

Email: Greg@jameshawkinsaplc.com

Email: Michael@jameshawkinsaplc.com

Email: Jeanne@jameshawkinsaplc.com

Attorneys for Plaintiff JEFFREY THOMAS STRAHL

on behalf of all the general public as private attorney general,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JEFFREY THOMAS STRAHL on behalf of the
general public as private attorney general,

Plaintiff,

v.

SFM, LLC, a California Limited Liability
Company; SF MARKETS, LLC, dba
SPROUTS FARMERS MARKET., a Delaware
Limited Liability Company; and DOES 1-50,
inclusive,

Defendants.

Case No.

ASSIGNED FOR ALL PURPOSES TO:

JUDGE:

DEPT:

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 *et seq.*)**

COMES NOW Plaintiff JEFFREY THOMAS STRAHL (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, and asserts claims against Defendants SFM, LLC, and SF MARKETS, LLC, dba SPROUTS FARMERS MARKET and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay vested vacation time upon termination; and (b) failing to reimburse business expenses. As a result Plaintiff seek penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

5. Venue as to each Defendant is proper in this judicial district pursuant to Code of

1 Civil Procedure section 395. Defendants are doing business throughout California, including but
2 not limited to Los Angeles County, and each Defendant is within the jurisdiction of this Court for
3 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
4 all other aggrieved employees within the State of California. Defendants employ numerous
5 aggrieved employees in in the State of California.

6 6. On information and belief, Defendants have conducted business within the State of
7 California during the purported liability period and continue to conduct business throughout the
8 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
9 similarly situated non-exempt aggrieved employees within California.

10 7. The California Superior Court also has jurisdiction in this matter because on
11 information and belief there are no federal questions at issue, as the issues herein are based solely
12 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
13 California Code of Civil Procedure, the California Civil Code, and the California Business and
14 Professions Code.

15 8. On information and belief, during the statutory liability period and continuing to
16 the present ("liability period"), Defendant consistently maintained and enforced against
17 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
18 and policies, in violation of California state wage and hour laws: (a) failing to pay vested vacation
19 time upon termination; and (b) failing to reimburse business expenses.

20 9. On information and belief, during the statutory liability period and continuing to
21 the present, Defendants have had a consistent policy of failing to pay its employees, including
22 Plaintiff and Aggrieved Employees, who had not taken off their vested vacation time, all vested
23 vacation time as wages at their final rate upon termination, as required by California state wage
24 and hour laws.

25 10. On information and belief, Defendants failed to reimburse business expenses
26 incurred by Plaintiff and Aggrieved Employees as a result of the discharge of their duties. For
27 instance, Plaintiff and Aggrieved Employees were required to use their personal cell phones for
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1 work related purposes outside of work hours to talk to their managers and required to use their
2 personal cell phones for work related purposes during work hours to do things such as
3 communicate with other employees and the managers. Despite these realities, Defendants failed
4 to reimburse Plaintiff and Aggrieved Employees pursuant to Labor Code § 2802.

5 11. Plaintiff on behalf of the general public as private attorney general and all other
6 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
7 enumerated under 2699.5 as follows: sections 227.3 and 2802, and seeking penalties, interest,
8 attorneys' fees and costs.

9 III. PARTIES

10 A. Plaintiff

11 12. Plaintiff JEFFREY THOMAS STRAHL was at all times relevant to this action, a
12 resident of California. Plaintiff was employed by Defendants in approximately March 2019 as a
13 Non-Exempt Employee and worked at Defendants' retail store during the liability period for
14 Defendants until his separation from Defendants' employ in approximately January 2021.
15 Plaintiff's duties included, but were not limited to, training employees, ordering inventory, and
16 sales.

17 13. As Defendants' employee, Plaintiff, and all other aggrieved employees, were
18 regularly required to and subsequently suffered:

- 19 a) Not paid vested vacation time upon termination; and
- 20 b) Not reimbursed for business expenses incurred.

21 14. On information and belief, Defendants willfully failed to pay all earned wages in
22 the form of vested vacation time upon termination to its Non-Exempt Employees and members
23 of the Representative Group; and Defendants have not reimbursed its Non-Exempt Employees
24 and members of the Representative Group for expenses incurred. Plaintiff seeks penalties under
25 Labor Code 2698, et. seq. on behalf of the general public as private attorney general and all other
26 aggrieved employees.

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1 **B. Defendants**

2 15. Defendants SFM, LLC, and SF MARKETS, LLC, dba SPROUTS FARMERS
3 MARKET operates as a retail chain of grocery markets, across the U.S. including California.
4 Plaintiff estimate there are in excess of 100 Non-Exempt Employees who work or have worked
5 for Defendants over the last year.

6 16. Other than identified herein, Plaintiff are unaware of the true names, capacities,
7 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
8 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
9 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
10 such fictitious names. Plaintiff will amend this complaint when their true names and capacities are
11 ascertained.

12 17. Plaintiff is informed and believes and thereon allege that each Defendant, directly
13 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
14 Representative Group, and exercised control over their wages, hours, and working conditions.
15 Plaintiff is informed and believes and thereon allege that each defendant acted in all respects
16 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business
17 plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable
18 to the other defendants.

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20 **IV. GENERAL ALLEGATIONS**

21 18. At all times set forth herein, Defendants employed Plaintiff and other persons in
22 the capacity of non-exempt positions, however titled, throughout the state of California.

23 19. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
24 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
25 rules and regulations of the IWC California Wage Orders.

26 20. Plaintiff is informed and believes that all Aggrieved Employees are citizens of the
27 state of California.

28 21. Defendants continue to employ Non-Exempt Employees, however titled, in

1 California and implement a uniform set of policies and practices to all non-exempt employees, as
2 they were all engaged in the generic job duties of providing grocery market services at Defendants'
3 store locations.

4 22. Plaintiff is informed and believes, and thereon allege, that Defendants are and were
5 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
6 the requirements of California's wage and employment laws.

7 23. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
8 Employees based upon an hourly rate.

9 24. On information and belief, during the relevant time frame, Defendants had a policy
10 that provided for paid vacation time for its employees, including Plaintiff and Aggrieved
11 Employees.

12 25. During the relevant time frame, Defendants failed to accurately pay said vested
13 vacation time to its employees at the time of termination, including Plaintiff and Aggrieved
14 Employees, at their final rate in accordance with said policy and in accordance with the law.

15 26. On information and belief, Defendants failed to reimburse business expenses
16 incurred by Plaintiff and Aggrieved Employees as a result of the discharge of their duties. For
17 instance, Plaintiff and Aggrieved Employees were required to use their personal cell phones for
18 work related purposes outside of work hours to talk to their managers and required to use their
19 personal cell phones for work related purposes during work hours to do things such as coordinate
20 with other employees and speak with the managers. Despite these realities, Defendants failed to
21 reimburse Plaintiff and Aggrieved Employees pursuant to Labor Code § 2802
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23 27. Upon information and belief, Defendants knew and or should have known that it is
24 improper to implement policies and commit unlawful acts such as:

- 25 a. Not paying vested vacation time upon termination; and
- 26 b. Not reimbursing for business expenses incurred.

27 28. In addition to the violations above, and on information and belief, Defendants knew
28 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted

1 herein and that Defendants had the financial ability to pay such compensation, but willfully,
2 knowingly, recklessly, and/or intentionally failed to do so.

3 **V. REPRESENTATIVE CLAIMS**

4 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

5 29. Plaintiff incorporate by reference and re-allege each and every allegation contained
6 above, as though fully set forth herein.

7 30. On or about September 14, 2021, Plaintiff complied with notice requirements
8 pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto
9 as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged
10 here and that the notice requirement has been satisfied. Sixty five days have passed and the LWDA
11 has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action
12 in a representative capacity. The substance and violations set forth in this Complaint of which the
13 LWDA was provided timely notice, Plaintiff have also sent a copy of this PAGA Representative
14 Action Complaint to the LWDA.

15 31. Plaintiff are an aggrieved employee as defined in Labor Code Section 2699(a).
16 Plaintiff bring this cause of action on behalf of all current and former California Non-Exempt
17 Employees of Defendants.

18 32. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
19 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
20 including without limitation Labor Code sections 227.3, 2802, and 2698 *et seq.*, applicable IWC
21 Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

22 33. At all times relevant, Plaintiff and all other aggrieved employees regularly
23 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
24 rest break requirements of the applicable IWC wage order and the Labor Code.

25 34. Defendants violated Labor Code section 227.3 by failing to pay vested vacation
26 time due to Plaintiff' and Aggrieved Employees' at termination at their final rate in accordance
27 with their policy that provided for paid vacation. Labor Code § 227.3 provides that "...whenever
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1 a contract of employment or employer policy provides for paid vacations, and an employee is
2 terminated without having taken off his vested vacation time, all vested vacation shall be paid to
3 him as wages at his final rate in accordance with such contract of employment or employer policy
4 respecting eligibility or time served; provided, however, that an employment contract or employer
5 policy shall not provide for forfeiture of vested vacation time upon termination.”

6 35. On information and belief, Defendants failed to reimburse Plaintiff and Aggrieved
7 Employees for business expenses incurred as described above. Labor Code § 2802 requires
8 Defendants to indemnify Plaintiff and Aggrieved Employees for necessary expenditures incurred
9 in direct consequences of the discharge of his or her duties. Despite these realities of the job,
10 Defendants failed to provide reimbursements.

11 36. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
12 implied, made by any employee to waive the benefits of this article or any part thereof is null and
13 void, and this article shall not deprive any employee or his or her personal representative of any
14 right or remedy to which he is entitled under the laws of this State.

15 37. Plaintiff and the Representative Aggrieved Employees are entitled to recover
16 Penalties and attorneys’ fees and costs sunder Labor Code section 2698, et. seq.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff pray for judgment against Defendants, as follows:

- 19 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 20 2. For reasonable attorneys’ fees and costs; and
- 21 3. For such other and further relief as the Court deems proper.
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1 Dated: September 15, 2021

JAMES HAWKINS APLC

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3 By: _____

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.

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5 Attorneys for Plaintiff JEFFREY THOMAS
6 STRAHL on behalf of the general
7 public as private attorney general
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