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REYES ALVAREZ; as an individual and
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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF ORANGE

REYES ALVAREZ, as an individual and
on behalf of other Aggrieved Employees,

Plaintiff,

vs.

ALBERTSON'S LLC, a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.

**COMPLAINT FOR CIVIL PENALTIES UNDER
THE PRIVATE ATTORNEY GENERAL ACT OF
2004 (Labor Code §§2698, *et. seq.*)**

1
2 Plaintiff REYES ALVAREZ, as an individual and on behalf of all other Aggrieved
3 Employees (“Plaintiff”), hereby file this Complaint against Defendant ALBERTSON’S LLC
4 (“Albertson’s”), and DOES 1 through 10, inclusive (collectively “Defendants”). Plaintiff is informed
5 and believes, and on the basis of that information and belief, alleges as follows:

6 **INTRODUCTION**

7 1. The acts complained of herein have occurred, are presently occurring, and are
8 expected to continue occurring, within the time period from March 26, 2024, to and through the time
9 of a judgment is entered in this matter (hereinafter, the “Relevant Time Period”).

10 **PARTIES**

11 ***Plaintiff REYES ALVAREZ***

12 2. Plaintiff Reyes Alvarez (“Plaintiff” or “Mr. Alvarez”) is an individual over the age of
13 eighteen (18) and is now and/or at all relevant times mentioned in this Complaint was a resident,
14 citizen and domiciliary the State of California. During the Relevant Time Period, Mr. Alvarez
15 worked as a non-exempt employee (Order Selector) in Defendant Albertson’s distribution center
16 located in Brea, Orange County, California.

17 ***Defendant ALBERTSON’S LLC***

18 3. Plaintiff is informed and believes and based thereon alleges that Defendant
19 ALBERTSON’S LLC is now and/or at all times mentioned in this Complaint is headquartered in
20 Delaware, and qualified and registered to do business in the State of California, and performs
21 substantial business in California, with distribution centers located throughout California.

22 4. Plaintiff is informed and believes and based thereon alleges that Defendant is now
23 and/or at all times mentioned in this Complaint was the owner and operator of a business with
24 numerous geographic locations within the State of California.

25 ***Defendant Does 1 through 100, Inclusive***

26 5. DOES 1 through 10 inclusive are now and/or at all times mentioned in this Complaint
27 were, licensed to do business and/or actually doing business in the State of California. Plaintiff does
28 not know the true names or capacities, whether individual, partner, or corporate, of DOES 1 through

1 10, inclusive and for that reason, DOES 1 through 10 are sued under such fictitious names pursuant
2 to California Code of Civil Procedure, section 474. Plaintiff will seek leave of court to amend this
3 Complaint to allege such names and capacities as soon as they are ascertained. DOES 1 through 5
4 are believed to be business entities who were also co-employers of the Plaintiff and other Aggrieved
5 Employees herein.

6 6. Plaintiff is informed and believes and based thereon alleges that at all times herein
7 mentioned, Defendants were responsible in whole for the matters referred to herein.

8 7. Plaintiff is informed and believes and based thereon alleges that at all times herein
9 mentioned, Defendants caused Plaintiff, all others similarly situated and the general public to be
10 subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this
11 Complaint.

12 8. Plaintiff is informed and believes and based thereon alleges that Defendants caused
13 the injuries and/or damages alleged in this Complaint.

14 **JURISDICTION AND VENUE**

15 9. The California Superior Court has jurisdiction in this matter because the claims
16 exceed the jurisdictional minimum of this court and Plaintiff is a resident of the state of California.
17 Further, the issues herein are exclusively based upon California Statutes and the California Labor
18 Code.

19 10. Venue is proper in Orange County because the Plaintiff Alvarez worked in
20 Defendant's Brea distribution that employs thousands in Orange County.

21 **FACTUAL ALLEGATIONS**

22 ***Background***

23 11. Plaintiff Reyes Alvarez worked for Defendant Albertson's LLC in the Brea
24 distribution center beginning on or about August 22, 2024. Plaintiff regularly worked more than ten
25 (10) hours in a workday while employed by Defendant.

26 12. Plaintiff is informed and believes and based thereon alleges that Defendant is and was
27 advised by skilled lawyers, other professionals, employees with human resources background and
28 advisors with knowledge of the requirements of California wage and hour laws.

1 13. Plaintiff is informed and believe and based thereon alleges that at all relevant times,
2 Defendant had a policy or practice of failing to pay employees for time spent in required security
3 and bag checks prior to clocking in before shifts and after clocking out after shifts, time spent
4 walking from the required security checkpoints to the timeclock before shifts and from the timeclock
5 to the required security checkpoint after shifts, and time spent setting up their positions prior to
6 clocking in, among other things.

7 14. Plaintiff is also informed and believe and based thereon alleges that at all relevant
8 times, Defendant had a consistent policy or practice of failing to pay all wages owed upon
9 termination, failing to maintain accurate records, and failing to provide accurate itemized wage
10 statements, in violation of Labor Code §§ 201-203, 1174, and 226.

11 ***Defendants' Failure to Pay Minimum Wage and Maintain Accurate Records***

12 15. IWC Wage Order, No. 9 defines "hours worked" to mean "the time during which an
13 employee is subject to the control of an employer, and includes all the time the employee is suffered
14 or permitted to work, whether or not required to do so."

15 16. Labor Code Section 1194 provides that an employee receiving less than the legal
16 minimum wage is entitled to recover in a civil action the unpaid balance of the full amount of this
17 minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and
18 costs of suit.

19 17. Pursuant to Labor Code Section 1197, payment of less than the minimum wage fixed
20 by the Labor Commission is unlawful.

21 18. Wage Order No. 9-2001 states, "(A) Every employer shall pay to each employee
22 wages not less than fifteen dollars (\$15.00) per hour for all hours worked, effective January 1, 2022,
23 and not less than fifteen dollars and fifty cents (\$15.50) per hour for all hours worked, effective
24 January 1, 2023, not less than sixteen dollars (\$16.00) per hour for all hours worked, effective
25 January 1, 2024, and not less than sixteen dollars and fifty cents (\$16.50) per hour for all hours
26 worked, effective January 1, 2025, except: LEARNERS. Employees during their first 160 hours of
27 employment in occupations, in which they have no previous similar or related experience, may be
28 paid not less than 85 percent of the minimum wage rounded to the nearest nickel. (B) Every

1 employer shall pay to each employee, on the established payday for the period involved, not less
2 than the applicable minimum wage for all hours worked in the payroll period, whether the
3 remuneration is measured by time, piece, commission, or otherwise.”

4 19. Pursuant to Labor Code Section 1198, it is unlawful to employ persons for longer
5 than the hours set by the Industrial Welfare Commission, or under conditions prohibited by the
6 applicable Wage Orders, including but not limited to, failing to keep records of hours worked and
7 wages that should have paid for time worked, in violation of Labor Code §§1174.

8 20. Labor Code Section 1174 requires that every person employing labor in this state
9 shall keep (1) a record showing the names and addresses of all employees employed and the ages of
10 all minors; (2) at a central location in the state or at the plants or establishments at which employees
11 are employed, payroll records showing the hours worked daily by and the wages paid to, and the
12 number of piece-rate units earned by and any applicable piece rate paid to, employees employed at
13 the respective plants or establishments; (3) such records in accordance with rules established for this
14 purpose by the commission, but in any case, on file for not less than three years. This statute also
15 prevents an employer from prohibiting an employee from maintaining a personal record of hours
16 worked. Defendant has willfully failed to keep the records required by Section 1174.

17 21. Throughout the Relevant Time Period, Defendant’s hourly compensation scheme
18 purported to compensate Plaintiff and Aggrieved Employees for all hours worked. In reality,
19 Defendant suffered or permitted Plaintiff and Aggrieved Employees time without compensation,
20 which resulted in the Plaintiff and Aggrieved Employees earning less than the legal minimum wage
21 in the State of California.

22 22. At all times relevant hereto, Defendant has willfully failed to keep the records
23 required by Section 1174. By failing to maintain adequate time records as required by Labor Code
24 section 1174(d) and IWC Wage Order, number 9, section 7(A), Defendant has made it difficult to
25 calculate the minimum wage compensation due Plaintiff and Aggrieved Employees.

26 23. Defendant’s failures to record all time worked caused injury to Mr. Alvarez and
27 Aggrieved Employees’ rights in that it caused confusion over whether they had received all of the
28 wages owed them, in addition to their difficulty and expense in reconstructing pay records and

1 making mathematical computations to analyze whether the wages paid did in fact compensate them
2 for all hours worked.

3 24. Defendants classified Plaintiff and other Aggrieved Employees as non-exempt and
4 paid them on an hourly basis. Hours worked include, but are not limited to, all hours that an
5 employee is permitted or suffered to work including, but not limited to, off-the-clock work that an
6 employer either knew or should have known that an employee was performing.

7 25. As a matter of policy and/or practice, Defendants routinely required or permitted
8 Plaintiff and other Aggrieved Employees to work portions of the day during which they were subject
9 to Defendants' control, but Defendants failed to compensate them.

10 26. Throughout the Relevant Time Period, Plaintiff and other Aggrieved Employees,
11 were subject to Defendants' uniform policy and/or practice of failing to pay minimum wages for
12 hours worked off-the-clock related to security checks. As a result, Plaintiff and other Aggrieved
13 Employees were routinely denied compensation for all hours worked.

14 ***Defendants' Failure to Pay All Wages Due Timely and at Termination of Employment***

15 27. At all times relevant hereto, Labor Code § 201 required an employer that discharges
16 an employee to pay compensation due and owing to said employee immediately upon discharge.
17 Labor Code § 202 requires an employer to pay an employee who quits any compensation due and
18 owing to said employee within seventy-two (72) hours of an employee's resignation.

19 28. Labor Code § 203 provides that if an employer willfully fails to pay compensation
20 promptly upon discharge or resignation, as required under Sections 201 and 202, then the employer
21 is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work
22 days.

23 ***Defendants' Failure to Provide Accurate, Itemized Wage Statements***

24 29. Wage statements provided to Plaintiff and other Aggrieved Employees by Defendants
25 do not show all wages earned, all hours worked, or all applicable rates, in violation of Labor Code §
26 226, IWC Wage Order, No. 9-2001, § 7.

27 30. Defendant's failures to record all time worked and disclose all time worked to
28 workers on their pay stubs caused injury to Mr. Alvarez and Aggrieved Employees' rights in that it

1 caused confusion over whether they had received all of the wages owed them, in addition to their
2 difficulty and expense in reconstructing pay records and making mathematical computations to
3 analyze whether the wages paid did in fact compensate them for all hours worked.

4 **FIRST CAUSE OF ACTION**

5 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

6 **(Lab. Code §§ 2698 *et seq.*)**

7 31. Plaintiff incorporates by reference the allegations set forth above.

8 32. Pursuant to California Labor Code § 2698 *et seq.*, Plaintiff is entitled to act as a
9 private attorney general to assess and recover civil penalties against Defendants on behalf of Plaintiff
10 and any other current or former employees of Defendants for violations of the California Labor
11 Code.

12 33. Plaintiff asserts claims on behalf of the following “Aggrieved Employees”:

13 a. Aggrieved Employee Group: All persons employed by Albertson’s, as non-exempt
14 employees in California, who, at any time from March 26, 2024, worked one or more
15 shifts in Albertson’s distribution, fulfillment, or warehouse centers.

16 b. Former Aggrieved Employee Group: All persons formerly employed by Albertson’s,
17 as non-exempt employees in California who, from March 26, 2024, worked one or
18 more shifts Albertson’s distribution, fulfillment, or warehouse centers.

19 34. Pursuant to *Labor Code* § 2699.3, an aggrieved employee, may commence a civil
20 action arising under *Labor Code* § 2699 after the following requirements have been met:

21 a. The aggrieved employee shall give written notice (hereinafter “Notice”) by
22 certified mail to the Labor and Workforce Development Agency (hereinafter
23 “Agency”) and the employer of the specific provisions of the Labor Code alleges
24 to have been violated, including the facts and theories to support the alleges
25 violation.

26 b. The agency shall notify the employer and the aggrieved employee or
27 representative by certified mail that it does not intend to investigate the alleged
28 violation within sixty (60) calendar days of the postmark date of the notice

received. Upon receipt of that notice or if no notice is provided within sixty-five (65) calendar days of the postmark date of the notice, the aggrieved employee may commence a civil action pursuant to Section 2699.

35. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code Section 2699.3. Within the statutory time frame, Plaintiff, individually and on behalf of other Aggrieved Employees, gave the required notice to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. See Exhibit “A” attached hereto. Plaintiff also paid the \$75.00 fee to the LWDA pursuant to SB 836. More than sixty-five (65) days passed and the LWDA did not respond to Plaintiff’s letters. Furthermore, a copy of this complaint is being provided to the LWDA the same day this document is filed with the Superior Court.

Penalties Authorized by PAGA

36. Defendants violated Labor Code §§ 1194, 558 and 1197.1, by knowingly and intentionally failing to pay minimum wages for off-the-clock time relating to Defendant’s requirement that employees undergo security checks.

37. Defendants violated Labor Code §§ 1174 and 1174.5, by intentionally and knowingly failing to record hours and wages owed for time related to its requirement that Aggrieved Employees undergo security checks;

38. Defendants violated Labor Code §§ 201-203, and 2699(f) by failing to timely pay all earned and unpaid wages, including unpaid minimum wage, during employment and at the time of separation from employment, for those Aggrieved Employees no longer employed by Defendants.

39. Defendants violated Labor Code §§ 226, 226.3, by knowingly and intentionally providing Plaintiff and other Aggrieved Employees with wage statements that, among others items required, do not show all applicable wage rates, the number of all hours worked, and the applicable rate for those hours, and all wages earned.

40. Defendants violated Labor Code §§ 2699 and 2699(f), by knowingly and intentionally violating the statutes set forth in this complaint.

41. Labor Code section 2699(g) also provides for the payment of reasonable attorneys' fees and costs to a prevailing party seeking recovery under the Private Attorney General Act. Accordingly, Plaintiff seeks to recover civil penalties, attorneys' fees, and costs in an amount to be proven at trial pursuant to any applicable provisions of the law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- a. All civil penalties available under the law based on the factual allegations alleged in this complaint;
- b. Costs of suit;
- c. Injunctive Relief;
- d. Reasonable attorneys' fees;
- e. Interest, and
- f. Such other relief as the Court deems just and proper.

DATED: May 30, 2025

CHRISTINA HUMPHREY LAW, P.C.
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By:

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