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11 Attorneys for VARANTSOV GEVORGYAN,
12 individually and on behalf of all others similarly situated

13 **IN THE SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15 VARANTSOV GEVORGYAN, individually
16 and on behalf of all others similarly situated,

17 Plaintiff(s),

18 v.

19 ROSS STORES INC; and DOES 1 through 100,

20 Defendant(s).

Case No. **25STCV18377**

COMPLAINT

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Hours Worked
4. Failure to Pay All Overtime Owed
5. Failure to Reimburse Work-Related Expenses
6. Waiting Time Penalties
7. Violation of Unfair Competition Law
8. Private Attorneys General Act
9. Racial Harassment
10. Discrimination based on Medical Condition
11. Retaliation
12. Constructive Discharge in Violation of Public Policy

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1 **RELEVANT PARTIES**

2 1. Plaintiff Varantsov Gevorgyan (“Plaintiff”) is an adult resident of Los Angeles County,
3 California, and was at all times relevant residing in Los Angeles County, California.

4 2. Defendant Ross Stores Inc (“Defendant”) is a California corporation with its principal place
5 of business located in Alameda County, California. Defendant is registered to and does conduct
6 business in the State of California and is subject to the laws of the State of California. All acts and
7 omissions of Defendant employees as alleged herein occurred while they were acting within the
8 course and scope of their employment.

9 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
10 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
11 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
12 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
13 informed and believes, and based on such information and belief alleges, that each of the fictitiously
14 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
15 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
16 and Doe Defendants are collectively referred to as “Defendants”.

17 **JURISDICTION AND VENUE**

18 4. This action is properly filed in Los Angeles County because the acts and omissions that give
19 rise to Plaintiff’s claims took place in Los Angeles County, and Defendants transact substantial
20 business in this County.

21 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
22 alleged herein occurred in Los Angeles County, California and Plaintiff suffered damages from
23 such conduct within Los Angeles County, California.

24 **FACTUAL ALLEGATIONS**

25 6. At all times relevant, Plaintiff was Defendants’ employee.

26 7. Defendant Ross Stores, Inc. operates retail stores throughout California, including locations
27 at 13750 Riverside Drive, Sherman Oaks, California 91423 and 12121 Victory Boulevard, North
28 Hollywood, California.

1 8. On or about December 18, 2021, Defendant hired Plaintiff as a seasonal employee at its
2 Sherman Oaks location.

3 9. After the holiday season, Defendant converted Plaintiff to a part-time cashier position.

4 10. In or about May 2022, Plaintiff was promoted to service desk representative.

5 11. In or about May 2022, Plaintiff experienced chest pains and was hospitalized with a
6 collapsed lung. Plaintiff took approximately one month of medical leave.

7 12. In or about August 2022, Plaintiff returned to work at the Sherman Oaks location.

8 13. In or about September 2022, Defendant promoted Plaintiff to front-end supervisor.

9 14. In or about December 2022, Defendant promoted Plaintiff to full-time front-end supervisor
10 and backup manager.

11 15. Area Supervisor Anthony repeatedly harassed Plaintiff by making derogatory comments
12 about Plaintiff's race, including mocking Plaintiff's "white privilege" and making assumptions about
13 Plaintiff's socioeconomic status.

14 16. Plaintiff reported Anthony's harassment to Store Manager Jesse and other management
15 personnel multiple times, but no corrective action was taken.

16 17. In or about January 2023, after Plaintiff complained about harassment, Defendant
17 transferred Plaintiff to its North Hollywood location against his wishes.

18 18. Throughout Plaintiff's employment, Defendant regularly required Plaintiff to work off the
19 clock, including starting shifts at 4:45 AM while prohibiting clock-in until 8:00 AM.

20 19. Defendant regularly required Plaintiff to work through meal and rest breaks without
21 compensation.

22 20. Defendant frequently scheduled Plaintiff for back-to-back shifts with less than 10 hours
23 between shifts.

24 21. During his employment, Plaintiff raised concerns about Defendant's failure to provide
25 legally-mandated breaks and pay all wages due; in response Plaintiff was told the district manager
26 was "getting mad" at him for raising concerns, and Plaintiff was then subjected to negative schedule
27 manipulation.

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22. Throughout Plaintiff's employment, Defendant systematically denied Plaintiff the opportunity to sit during work hours, even when the nature of his duties would have reasonably permitted seated work.

23. Defendant required Plaintiff to travel between store locations, including to Long Beach, without mileage reimbursement.

24. In or about June 2024, while working at the North Hollywood location, Plaintiff experienced chest pains and was hospitalized with a second collapsed lung.

25. While Plaintiff was hospitalized, Store Manager Maria threatened to remove Plaintiff from the schedule permanently and falsely claimed he would be designated as non-rehirable.

26. Due to the intolerable working conditions, including unpaid work requirements, ongoing harassment, denial of medical accommodations, and retaliation for asserting his rights, Plaintiff was forced to resign his employment on or about June 24, 2024.

PAGA ALLEGATIONS

27. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

28. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

29. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

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1 30. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
2 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s
3 claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within
4 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may
5 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
6 to any other penalties to which the employee may be entitled.

7 31. On February 13, 2025, Plaintiff provided written notice by online filing to the LWDA and
8 by certified mail to Defendants of specific provisions of the Labor Code alleged to have been
9 violated by Defendants, including the facts and theories to support the alleged violations.

10 32. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
11 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
12 PAGA Penalties on behalf of all Aggrieved Employees.

13 33. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
14 and former, who were employed by Defendants within one year prior to February 13, 2025, through
15 final disposition of this action.”

16 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

17 34. On June 13, 2025, prior to initiating this complaint, Plaintiff filed with the California Civil
18 Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
19 Retaliation against Defendant. On June 13, 2025, the CCRD issued a Notice of Case Closure and
20 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
21 order to enforce their rights under FEHA.

22 35. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
23 prerequisite to filing this action.

24 **FIRST CAUSE OF ACTION**

25 **Failure to Provide Compliant Meal Periods**

26 **By Plaintiff Against All Defendants**

27 36. Plaintiff incorporates by reference the paragraphs above.

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1 37. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
2 employee for a work period of more than five hours per day without providing the employee with a
3 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
4 without providing the employee with a second meal period of not less than 30 minutes”.

5 38. An employer provides compliant meal breaks to its employees “if it relieves its employees
6 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
7 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
8 1004, 1040 (2012)).

9 39. Not only must an employer affirmatively relieve its employees of all duty during their meal
10 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
11 (*Brinker*, supra).

12 40. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

13 41. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
14 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
15 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
16 11 Cal. 5th 858 (2021)).

17 42. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
18 break was missed.

19 43. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
20 penalties, attorney fees, and costs.

21 **SECOND CAUSE OF ACTION**

22 **Failure to Provide Compliant Rest Periods**

23 **By Plaintiff Against All Defendants**

24 44. Plaintiff incorporates by reference the paragraphs above.

25 45. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
26 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
27 per four hours or major fraction thereof.

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1 46. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
2 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
3 5th 257, 269 (2016)).

4 47. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

5 48. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
6 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
7 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
8 11 Cal. 5th 858 (2021)).

9 49. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
10 break was missed.

11 50. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
12 penalties, attorney fees, and costs.

13 **THIRD CAUSE OF ACTION**

14 **Failure to Pay for All Hours Worked**

15 **By Plaintiff Against All Defendants**

16 51. Plaintiff incorporates by reference the paragraphs above.

17 52. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
18 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
19 40 hours in a workweek.

20 53. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

21 54. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
22 penalties, attorney fees, and costs.

23 **FOURTH CAUSE OF ACTION**

24 **Failure to Pay All Overtime Owed**

25 **By Plaintiff Against All Defendants**

26 55. Plaintiff incorporates by reference the paragraphs above.

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1 56. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
2 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
3 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
4 one-half times the regular rate of pay for an employee.”

5 57. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

6 58. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
7 interest, penalties, attorney fees, and costs.

8 **FIFTH CAUSE OF ACTION**

9 **Failure To Reimburse Work-Related Expenses**

10 **By Plaintiff Against All Defendants**

11 59. Plaintiff incorporates by reference the paragraphs above.

12 60. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
13 all necessary expenditures or losses incurred by the employee in direct consequence of the
14 employee's discharge of his or her duties.

15 61. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

16 62. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
17 attorney fees, and costs.

18 **SIXTH CAUSE OF ACTION**

19 **Waiting Time Penalties**

20 **By Plaintiff Against All Defendants**

21 63. Plaintiff incorporates by reference the paragraphs above.

22 64. Labor Code sections 201 and 202 require that an employer provide an employee with all
23 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
24 employee's resignation.

25 65. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
26 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
27 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
28 thirty days.

1 66. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
2 conclusion of employment.

3 67. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
4 and costs.

5 **SEVENTH CAUSE OF ACTION**

6 **Violation of Unfair Competition Law**

7 **By Plaintiff Against All Defendants**

8 68. Plaintiff incorporates by reference the paragraphs above.

9 69. Defendants' conduct described herein constitutes unfair competition.

10 70. Specifically, Defendants have gained an unfair advantage over other similarly situated
11 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
12 owed.

13 71. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
14 wrongfully withheld wages.

15 72. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

16 **EIGHTH CAUSE OF ACTION**

17 **Private Attorneys General Act**

18 **By Plaintiff and the Aggrieved Employees Against All Defendants**

19 73. Plaintiff incorporates by reference the paragraphs above.

20 74. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
21 violation(s) of the Labor Code.

22 75. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

23 76. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
24 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
25 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

26 77. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
27 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
28 the penalties in Labor Code section 2699 apply.

1 78. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
2 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
3 sections 1197.1 and 2699 apply.

4 79. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
5 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
6 sections 558, 1197.1, and 2699 apply.

7 80. With respect to violations of Labor Code section 203 for failure to pay all wages due to
8 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
9 Labor Code section 2699 apply.

10 81. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
11 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
12 apply.

13 82. With respect to violations of Labor Code section 1198 and the relevant wage order for
14 failure to provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in
15 Labor Code section 2699 apply.

16 83. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
17 to Labor Code section 2699(g).

18 **NINTH CAUSE OF ACTION**

19 **Violation of California Government Code §12940(j) – Racial Harassment**

20 **By Plaintiff Against All Defendants**

21 84. Plaintiff incorporates by reference the paragraphs above.

22 85. At all times hereto, the California Fair Employment and Housing Act ("FEHA") was in full
23 force and effect and was binding upon Defendants and each of them.

24 86. Government Code § 12940(j) makes it an unlawful employment practice for an employee or
25 independent contractor to be subjected to harassment based on "race," "national origin, ancestry,
26 physical disability, mental disability, medical condition" or "sex."

27 87. During their employment with Defendants, Plaintiff was subjected to numerous unwelcome
28 instances of harassment based on their race (described supra).

1 88. The harassment of Plaintiff was reported and known to Defendants.

2 89. Defendants failed to take immediate and appropriate corrective action.

3 90. As a further direct and legal result of the acts and conduct of Defendants, as aforesaid,
4 Plaintiff has been caused to and did suffer, and continues to suffer, severe emotional and mental
5 distress, anguish, humiliation, embarrassment, fright, shock, discomfort, anxiety, and related
6 symptoms.

7 91. Defendants, by engaging in the aforementioned acts and/or in authorizing and/or ratifying
8 such acts, engaged in willful, malicious, intentional, oppressive, and despicable conduct, and acted
9 with willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying
10 the award of punitive and exemplary damages in an amount to be determined at trial.

11 92. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
12 Plaintiff is entitled to recover damages in amounts to be established at trial, as set forth below,
13 including recovery of attorney's fees and costs of suit, pursuant to Government Code § 12965(b).

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15 **TENTH CAUSE OF ACTION**

16 **Violation of California Government Code § 12940 et seq. – Discrimination based on Medical**
17 **Condition**

18 **By Plaintiff Against All Defendants**

19 93. Plaintiff incorporates by reference the paragraphs above.

20 94. Government Code § 12940(a) prohibits an employer from discriminating against an
21 employee in compensation or in terms, conditions, or privileges of employment because of the
22 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
23 condition" or "sex."

24 95. Plaintiff was qualified for his position and was able to perform the essential functions of his
25 job with or without reasonable accommodation.

26 96. During their employment with Defendants, Plaintiff was subjected to discrimination based
27 on their medical condition (described supra).

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1 97. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
2 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
3 below.

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5 **ELEVENTH CAUSE OF ACTION**

6 **Violation of California Government Code § 12940 and Labor Code § 1102.5 - Retaliation**
7 **By Plaintiff Against All Defendants**

8 98. Plaintiff incorporates by reference the paragraphs above.

9 99. Government Code § 12940 makes it unlawful for an employer to discriminate against any
10 employee who opposes or makes a complaint for practices forbidden by FEHA, or who requests an
11 accommodation in connection with a medical condition or disability.

12 100. Labor Code § 1102.5 makes it unlawful for an employer to discriminate against any
13 employee who opposes any practice the employee believes to be unlawful.

14 101. Plaintiff engaged in protected activity as set forth herein, including reporting racial
15 harassment to Store Manager Jesse and other management personnel, requesting reasonable
16 accommodations for his medical condition, requesting legally required meal and rest breaks, raising
17 concerns about unpaid overtime and off-the-clock work, and reporting workplace injuries.

18 102. Defendants retaliated against Plaintiff in violation of California Government Code §
19 12940(h).

20 103. The actions of Defendants against Plaintiff constitute unlawful retaliation, in violation of
21 FEHA. Such violations were a proximate cause in Plaintiff's damage as stated below.

22 **TWELFTH CAUSE OF ACTION**

23 **Constructive Discharge in Violation of Public Policy**

24 **By Plaintiff Against All Defendants**

25 104. Plaintiff incorporates by reference the paragraphs above.

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1 105. At all times mentioned in this complaint, it was a fundamental policy of the State of
2 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
3 raising concerns about unlawful conduct or on the basis of the employee's race, national origin,
4 ancestry, physical disability, mental disability, medical condition, sex, and/or engagement in
5 protected activity.

6 106. Throughout Plaintiff's employment, Defendant created or knowingly permitted intolerable
7 working conditions.

8 107. Defendant threatened Plaintiff's job security while he was hospitalized, falsely claiming he
9 would be designated as non-rehirable while on medical leave for a serious health condition.

10 108. Based on the actions described above, Defendants constructively discharged Plaintiff for
11 engaging in protected activity.

12 109. Defendants actions were in violation of California Public Policy.

13 110. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and
14 will continues to suffer damages, as stated below.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

17 **First Cause of Action**

- 18 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 19 2. Interest
- 20 3. Attorneys' fees
- 21 4. Costs
- 22 5. Other relief the court deems proper

23 **Second Cause of Action**

- 24 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 25 2. Interest
- 26 3. Attorneys' fees
- 27 4. Costs
- 28 5. Other relief the court deems proper

1 Third Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
3 2. Liquidated damages
4 3. Interest
5 4. Attorneys' fees
6 5. Costs
7 6. Other relief the court deems proper

8 Fourth Cause of Action

- 9 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
10 2. Interest
11 3. Attorneys' fees
12 4. Costs
13 5. Other relief the court deems proper

14 Fifth Cause of Action

- 15 1. Reimbursement of all work-related expenses
16 2. Attorneys' fees
17 3. Costs
18 4. Other relief the court deems proper

19 Sixth Cause of Action

- 20 1. Penalties pursuant to Labor Code section 203
21 2. Attorneys' fees
22 3. Costs
23 4. Other relief the court deems proper

24 Seventh Cause of Action

- 25 1. Restitution of all wrongfully withheld wages
26 2. Attorneys' fees
27 3. Costs
28 4. Other relief the court deems proper

1 Eighth Cause of Action

- 2 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
3 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
4 violate the California Labor Code in the manner alleged herein
5 3. Attorneys' fees
6 4. Costs
7 5. Other relief the court deems proper

8 Ninth Cause of Action

- 9 1. Compensatory damages
10 2. Punitive damages
11 3. Attorneys' fees
12 4. Costs
13 5. Other relief the court deems proper

14 Tenth Cause of Action

- 15 1. Compensatory damages
16 2. Punitive damages
17 3. Attorneys' fees
18 4. Costs
19 5. Other relief the court deems proper

20 Eleventh Cause of Action

- 21 1. Compensatory damages
22 2. Punitive damages
23 3. Attorneys' fees
24 4. Costs
25 5. Other relief the court deems proper

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1 Twelfth Cause of Action

- 2 1. Back pay and front pay
3 2. Interest on the above amounts
4 3. Compensatory damages
5 4. Punitive damages
6 5. Attorneys' fees
7 6. Costs
8 7. Other relief the court deems proper
9

10 DATED: June 25, 2025

FRONTIER LAW CENTER

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Attorney for Plaintiff
VARANTSOV GEVORGYAN,
individually and on behalf of all
others similarly situated