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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

FRANK QUIROZ, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the
State of California and other aggrieved
employees,

Plaintiff,

vs.

SMART & FINAL STORES LLC, a
California limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 25-CIV-04771

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

- (1) Claim for Civil Penalties Pursuant to
PAGA § 2699 for Violations of California
Labor Code and IWC Wage Order No.
7-2001, subdivision 14(A); and
- (2) Claim for Civil Penalties Pursuant to
PAGA § 2699 for Violations of California
Labor Code and IWC Wage Order No.
7-2001, subdivision 14(B).

1 Plaintiff Frank Quiroz, as an aggrieved employee and on behalf of the State of California
2 and all other aggrieved employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 on behalf of the Plaintiff, the State of California, and other current and former employees who
7 worked for Defendants in California as a non-exempt employee at a California retail store
8 location and who suffered violations of Industrial Welfare Commission (“IWC”) Wage Order
9 No. 7-2001 subdivision 14(A) and/or (B) as set forth in this complaint at any time between one
10 year prior to the filing of the pre-filing written notice to the Labor and Workforce Development
11 Agency (“LWDA”) in this case on April 11, 2025, until judgment (“non-party Aggrieved
12 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed \$75,000.

13 2. This Court has jurisdiction over this action pursuant to the California
14 Constitution, Article VI, section 10. The overall amount in controversy exceeds \$35,000. The
15 statute under which this action is brought does not specify any other basis for jurisdiction.

16 3. This Court has jurisdiction over all Defendants because, on information and
17 belief, Defendants are either citizens of California, have sufficient minimum contacts in
18 California, and otherwise intentionally avail themselves of the California market so as to render
19 the exercise of jurisdiction over them by the California courts consistent with traditional notions
20 of fair play and substantial justice. Also, Plaintiff and all other non-party Aggrieved Employees
21 were employed by Defendants in California.

22 4. There is no basis for federal diversity jurisdiction in this action given that the
23 State of California, as the real party in interest in this action, is not a “citizen” for purposes of
24 satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir.
25 Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in
26 controversy requirement for federal diversity jurisdiction in this action, and that diversity
27 jurisdiction cannot be established when Plaintiff’s share of the civil penalties attributable to
28 violations personally suffered are less than \$75,000. *Id.* at 1122.

5. Venue is proper in this Court because Defendants employ or employed persons within the County of San Mateo, and have violated the requirements of the California Labor Code and applicable IWC Wage Order in this county which give rise to the penalties sought in this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California Labor Code and applicable IWC Wage Order in at least four (4) locations within the County of San Mateo, including Defendants' stores located in Daly City (6967 Mission Street, Daly City, California 94014), Redwood City (1185 Broadway Street, Redwood City, California 94063), San Mateo (1840 South Norfolk Street, San Mateo, California 94403), and South San Francisco (249 Kenwood Way, South San Francisco, California 94080). Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty imposed by statute in the county in which the cause, or some part of the cause, arose. Because Defendants have employees in San Mateo County, and Plaintiff could bring an action filed under PAGA in any county in which an aggrieved employee worked and Labor Code violations occurred, venue is proper. *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal. App. 5th 1069 (2021).

6. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004,” authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code. Labor Code section 1198 makes a violation of a Wage Order such as subdivision 14(A) or 14(B) a violation of the Labor Code.

THE PARTIES

7. Plaintiff Frank Quiroz worked for Defendants as a non-exempt employee from approximately October 2024 to March 2025. Plaintiff worked for Defendants at their Smart & Final store in Chatsworth (Store #528, located at 10340 Mason Avenue, Chatsworth, California 91311). During his employment, Plaintiff worked as a Cashier. Plaintiff typically worked four (4) hours per day and three (3) days per week on a varied schedule. Plaintiff's job duties included, without limitation, operating the cash register and handling customer transactions.

8. Defendant SMART & FINAL STORES LLC was and is, upon information and

1 belief, a California limited liability company doing business in California, and at all times
2 hereinafter mentioned, an employer whose employees are engaged throughout this county, the
3 State of California, or the various states of the United States of America.

4 9. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
5 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
6 complaint and serve such fictitiously named Defendants once their names and capacities
7 become known.

8 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
9 are the partners, agents, owners, shareholders, managers, or employees of SMART & FINAL
10 STORES LLC, at all relevant times.

11 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the
12 acts and omissions alleged herein was performed by, or is attributable to, SMART & FINAL
13 STORES LLC and/or DOES 1 through 10 (collectively, “Defendants” or “SMART & FINAL”),
14 each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert
15 with, each of the other co-Defendants and was acting within the course and scope of such
16 agency, employment, joint venture, or concerted activity with legal authority to act on the
17 others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the
18 official policy of Defendants.

19 12. At all relevant times, Defendants, and each of them, ratified each and every act
20 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
21 and abetted the acts and omissions of each and all the other Defendants in proximately causing
22 the damages herein alleged.

23 13. Plaintiff is informed and believes, and thereon alleges, that each of said
24 Defendants are in some manner intentionally, negligently, or otherwise responsible for the acts,
25 omissions, occurrences, and transactions alleged herein.

26 **PAGA REPRESENTATIVE ALLEGATIONS**

27 14. Defendants own and operate warehouse-style food and supply retail stores
28 throughout the United States under the “Smart & Final” and “Smart & Final Extra!” store

1 brands. Defendants operate approximately 255 retail locations in the United States, including
2 approximately 240 locations in California.

3 15. Upon information and belief, Defendants maintain a single, centralized Human
4 Resources (HR) department at their corporate headquarters in Commerce, California, for all
5 non-exempt employees working for Defendants in California, which is responsible for the
6 recruiting and hiring of new employees, and communicating and implementing Defendants'
7 company-wide policies to employees throughout California.

8 16. In particular, on information and belief, Plaintiff and other non-party Aggrieved
9 Employees received the same standardized documents and/or written policies. Upon
10 information and belief, Defendants maintained uniform practices with respect to their provision
11 of seats (or lack thereof) in their retail stores for all non-exempt employees in California,
12 including Plaintiff and other non-party Aggrieved Employees, regardless of their location or
13 position.

14 17. During the relevant time period, Plaintiff and other non-party Aggrieved
15 Employees have spent or spend a substantial portion of their day behind Defendants' cashwraps.
16 The nature of the work of an employee performing cashier duties can reasonably be
17 accomplished from a seated position. However, as set forth herein, Defendants systematically,
18 and on a company-wide basis, designed cashwraps that require standing and do not provide
19 suitable seats at cashwraps, forcing Plaintiff and other non-party Aggrieved Employees to stand
20 throughout their work shifts.

21 18. Plaintiff alleges that Defendants' California retail stores are generally similar in
22 their layout and design and that the cashwraps could allow for the presence and use of a seat or
23 stool by Defendants' employees during the performance of their work duties at these cashwraps.
24 However, on information and belief, Defendants have designed their cashwraps to require
25 Plaintiff and other non-party Aggrieved Employees to stand while performing their cashwrap
26 work duties. Defendants could have designed their cashwraps in a manner that would allow
27 Plaintiff and other non-party Aggrieved Employees to perform cashwrap duties while seated
28 and could have provided Plaintiff and other non-party Aggrieved Employees with suitable seats

1 at the cashwraps. Instead, on information and belief, Defendants have denied and continue to
2 deny them seats altogether or deny them suitable seats. As a result, Plaintiff and other non-
3 party Aggrieved Employees are and have been forced to stand throughout the day. In addition,
4 Defendants have failed to expressly advise Plaintiff and other non-party Aggrieved Employees
5 that they could utilize seats while performing their duties.

6 19. Additionally, Defendants have not placed an adequate number of suitable seats
7 within reasonable proximity to the work areas of employees who perform duties whose nature
8 requires standing and therefore has not permitted employees to use those seats when not actively
9 engaged in performing their standing duties (i.e., during “lulls in operation”), even though
10 sitting would not interfere with the performance of their job duties.

11 20. Defendants continue to employ non-exempt employees at retail store locations
12 throughout California.

13 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
15 suitable seating when the nature of their work reasonably permits the use of seats and/or were
16 entitled to sit when it did not interfere with the performance of their cashier duties. In violation
17 of the California Labor Code and applicable IWC Wage Order, Defendants failed to provide
18 Plaintiff and other non-party Aggrieved Employees suitable seating.

19 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 have seats in reasonable proximity to their work area(s) and be permitted to use such seats when
22 it did not interfere with the performance of their duties whose nature require standing during
23 lulls in performing those tasks. In violation of the California Labor Code and applicable IWC
24 Wage Order, Defendants failed to provide Plaintiff and other non-party Aggrieved Employees
25 suitable seating within reasonable proximity of their work areas and failed to permit them to
26 use such seats when not actively engaged in their standing duties.

27 23. At all times herein set forth, PAGA provides that any provision of law under the
28 California Labor Code and applicable IWC Wage Order that provides for a civil penalty to be

1 assessed and collected by the LWDA for violations of the California Labor Code and applicable
2 IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action
3 brought on behalf of themselves and other current or former employees pursuant to procedures
4 outlined in California Labor Code section 2699.3.

5 24. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
6 “any person who was employed by the alleged violator and personally suffered each of the
7 violations alleged.”

8 25. Plaintiff and other current and former California employees of Defendants are
9 “aggrieved employees” as defined by Labor Code section 2699(c)(1) in that they are all
10 Defendants’ current or former California employees and each of the alleged violations of IWC
11 Wage Order No. 7-2001, subdivisions 14(A) and 14(B), were committed against them.

12 26. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
13 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
14 requirements have been met:

- 15 (a) The aggrieved employee or representative shall give written notice by
16 online filing with the LWDA and by certified mail to the employer of the
17 specific provisions of the California Labor Code alleged to have been
18 violated, including the facts and theories to support the alleged violation.
- 19 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
20 2699.3(a) and any employer response to that notice shall be accompanied
21 by a filing fee of seventy-five dollars (\$75).
- 22 (c) The LWDA shall notify the employer and the aggrieved employee or
23 representative by certified mail that it does not intend to investigate the
24 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the
25 postmark date of the aggrieved employee’s notice. Upon receipt of the
26 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
27 calendar days of the postmark date of the aggrieved employee’s notice,
28 the aggrieved employee may commence a civil action pursuant to

California Labor Code section 2699 to recover civil penalties.

27. On April 11, 2025, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fees of seventy-five dollars (\$75). That same day, the LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-1091806-25. On June 18, 2025, Plaintiff filed an amended written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, supplementing and/or clarifying the facts and theories to support the alleged violations set forth in his original LWDA notice, in accordance with California Labor Code section 2699.3. True and correct copies of Plaintiff's written notices to the LWDA and Defendants are attached hereto as "Exhibit 1."

28. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent the initial notice described above to the LWDA, and the LWDA has not responded that it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

29. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code section 1198.

30. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved Employees' rights by violating sections of the California Labor Code as set forth above.

31. As set forth below, Defendants have violated provisions of both the Labor Code sections regulating conditions of labor as well as the applicable IWC Wage Order, specifically, Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A)-(B).

32. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,

1 2699(a), 2699(k), 2699.3(a), and 2699.5, Plaintiff, acting in the public interest as a private
2 attorney general, seeks assessment and collection of civil penalties and injunctive relief for
3 himself, all other non-party Aggrieved Employees, and the State of California against
4 Defendants for violations of California Labor Code section 1198.

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PROVIDE SUITABLE SEATING**

7 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
8 **REGULATIONS, TITLE 8, SECTION 11070(14)(A)**

9 **(By Plaintiff on Behalf of the State of California and Aggrieved Employees Against all**
10 **Defendants)**

11 33. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
12 and every allegation set forth above.

13 34. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
14 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
15 2699.5. Section 2699.5 enumerates Labor Code section 1198, among others. Defendants'
16 conduct, as alleged herein, violates section 1198 of the California Labor Code, by failing to
17 provide suitable seating to Plaintiff and other non-party Aggrieved Employees as set forth
18 below.

19 35. At all relevant times herein, California Labor Code section 1198 makes it illegal
20 to employ an employee under conditions of labor that are prohibited by the applicable wage
21 order. California Labor Code section 1198 requires that “. . . the standard conditions of labor
22 fixed by the commission shall be the . . . standard conditions of labor for employees. The
23 employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

24 36. California Code of Regulations, Title 8, section 11070(14)(A) provides that “[a]ll
25 working employees shall be provided with suitable seats when the nature of the work reasonably
26 permits the use of seats.”

27 37. During the relevant time period, Defendants violated California Labor Code
28 section 1198 and California Code of Regulations, Title 8, section 11070(14)(A), because

1 Plaintiff and other non-party Aggrieved Employees were not allowed to sit, even when the
2 nature of their work would reasonably permit the use of seats, nor were they provided with
3 suitable seats. As employees assigned cashier duties, Plaintiff's and other non-party Aggrieved
4 Employees' tasks, including operating the cash register, scanning items, and bagging items,
5 could be performed from a seated position. Plaintiff and other non-party Aggrieved Employees
6 could have handled customer transactions and performed other similar tasks at cashwraps at any
7 of Defendants' stores while seated, without affecting the quality and effectiveness of the
8 performance of their job duties.

9 38. Defendants could have designed their cashwraps in a manner that allowed
10 Plaintiff and other non-party Aggrieved Employees to sit while performing cashwrap duties and
11 could have placed suitable seats or stools at or near each cashwrap for use by Plaintiff and other
12 non-party Aggrieved Employees. Instead, on information and belief, Defendants designed the
13 cashwraps to require Plaintiff and other non-party Aggrieved Employees to stand at the work
14 area(s) and did not provide suitable seats or stools they could use while working at the cashwrap.
15 In addition, upon information and belief, Defendants prohibited employees from sitting while
16 working. Defendants' management did not inform Plaintiff and other non-party Aggrieved
17 Employees that they were allowed to sit down, provide any means for them to sit down, or
18 mention any policy regarding sitting.

19 39. For example, during his employment, when Plaintiff performed cashiering duties
20 at the cashwrap, he was required to stand the entire time because Defendants, on information
21 and belief, designed their cashwraps for standing and did not provide suitable seating for
22 employees' use while working at cashwraps. Other non-party Aggrieved Employees similarly
23 were not permitted to sit while performing cash register duties because Defendants designed
24 their cashwraps for standing and did not provide seats or stools at the cashwraps.

25 40. As a result of Defendants' company-wide policy and/or practice prohibiting
26 employees from sitting during their shifts and failure to provide suitable seating to these
27 employees, as well as designing their cashwraps to require standing, Plaintiff and other non-
28 party Aggrieved Employees were forced to stand during shifts and denied seats. Defendants'

1 failure to provide suitable seating to Plaintiff and other non-party Aggrieved Employees
2 violated and continues to violate California Labor Code section 1198 and IWC Wage Order No.
3 7-2001, subdivision 14(A).

4 41. Plaintiff and other non-party Aggrieved Employees and the State of California
5 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
6 (k).

7 **SECOND CAUSE OF ACTION**

8 **FAILURE TO PROVIDE SUITABLE SEATING**

9 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
10 **REGULATIONS, TITLE 8, SECTION 11070(14)(B)**

11 **(By Plaintiff on Behalf of the State of California and Aggrieved Employees Against all**
12 **Defendants)**

13 42. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 43. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
16 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
17 2699.5. Section 2699.5 enumerates Labor Code section 1198, among others. Defendants'
18 conduct, as alleged herein, violates section 1198 of the California Labor Code, by failing to
19 provide suitable seating to Plaintiff and other non-party Aggrieved Employees as set forth
20 below.

21 44. At all relevant times herein, California Labor Code section 1198 makes it illegal
22 to employ an employee under conditions of labor that are prohibited by the applicable wage
23 order. California Labor Code section 1198 requires that “. . . the standard conditions of labor
24 fixed by the commission shall be the . . . standard conditions of labor for employees. The
25 employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

26 45. California Code of Regulations, Title 8, section 11070(14)(B) provides that
27 “[w]hen employees are not engaged in the active duties of their employment and the nature of
28 the work requires standing, an adequate number of suitable seats shall be placed in reasonable

1 proximity to the work area and employees shall be permitted to use such seats when it does not
2 interfere with the performance of their duties.”

3 46. During the relevant time period, Defendants violated California Labor Code
4 section 1198 and California Code of Regulations, Title 8, section 11070(14)(B), because
5 Plaintiff and other non-party Aggrieved Employees were not allowed to sit, even during lulls in
6 their work duties, nor were they provided with suitable seats in reasonable proximity to their
7 work areas.

8 47. Defendants did not place an adequate number of suitable seats or stools within
9 reasonable proximity to the work areas of employees who perform duties whose nature requires
10 standing, and therefore have not permitted employees to use those seats when not actively
11 engaged in performing their standing duties (i.e., during “lulls in operation”), even though
12 sitting would not interfere with the performance of their job duties. Defendants could have
13 provided Plaintiff and other non-party Aggrieved Employees with a suitable seat or stool within
14 reasonable proximity of their work areas but instead deny employees seats and force them to
15 stand throughout the day. Moreover, Defendants did not inform Plaintiff and other non-party
16 Aggrieved Employees of their right to a seat or stool under California law.

17 48. For example, during his employment, Plaintiff experienced lulls in his work at
18 various times during a typical shift, especially when the store was not busy, such as in the last
19 few hours that the store is open. During these lulls, when Plaintiff was not actively performing
20 tasks (which, on information and belief, Defendants would claim that the nature of the work
21 requires standing), Plaintiff could have taken a moment to sit and rest his legs, back, and feet if
22 seating was provided. Other non-party Aggrieved Employees similarly were not permitted to
23 sit during these lulls in operation and were forced to stand throughout the day.

24 49. As a result of Defendants’ company-wide failure to provide seats in reasonable
25 proximity to employees’ work areas and failure to permit them to use those seats when not
26 actively engaged in what Defendants claim are standing duties, Plaintiff and other non-party
27 Aggrieved Employees were forced to stand during shifts and denied seats. Defendants’ failure
28 to provide suitable seating to Plaintiff and other non-party Aggrieved Employees violated and

continues to violate California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

50. Plaintiff and other non-party Aggrieved Employees and the State of California are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

PRAYER FOR RELIEF

Plaintiff, on behalf of the State of California and all other non-party Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties, injunctive relief, and attorneys' fees in excess of thirty-five thousand dollars (\$35,000) to the State of California and aggrieved employees.

As to the First Cause of Action

2. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A) as to Plaintiff and other non-party Aggrieved Employees (by failing to provide suitable seating);

3. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (k) for violations of California Labor Code section 1198;

4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with California's seating requirements;

5. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code section 1198;

6. For pre-judgment and post-judgment interest as provided by law; and

7. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

8. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B) as to Plaintiff and other non-party Aggrieved Employees (by failing to provide suitable seating);

1 9. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
2 (k) for violations of California Labor Code section 1198;

3 10. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
4 2699(k) to bring Defendants into compliance with California's seating requirements;

5 11. For attorneys' fees and costs pursuant to California Labor Code section
6 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
7 Labor Code section 1198;

8 12. For pre-judgment and post-judgment interest as provided by law; and

9 13. For such other and further relief as the Court may deem equitable and
10 appropriate.
11

12 Dated: June 25, 2025

Respectfully submitted,

Capstone Law APC

14 By: 

15 Melissa Grant
16 Bevin Allen Pike
17 Daniel S. Jonathan
18 Trisha K. Monesi
19 Shealene P. Mancuso

Attorneys for Plaintiff Frank Quiroz

EXHIBIT “1”



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Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

April 11, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/418>)

Subject: *Frank Quiroz v. Smart & Final Stores LLC, et al.*

Dear PAGA Administrator:

This office represents Frank Quiroz in connection with his claims under the California Labor Code, and this letter is sent in compliance with the notice requirements of the California Labor Code Private Attorneys General Act, California Labor Code section 2699.3. Mr. Quiroz was an employee of SMART & FINAL STORES LLC and/or CHEDRAUI USA, INC. For the purpose of this letter, Mr. Quiroz collectively refers to these entities as "SMART & FINAL."

The employers may be contacted directly at the addresses below:

SMART & FINAL STORES LLC
600 CITADEL DRIVE
COMMERCE, CA 90040

CHEDRAUI USA, INC.
600 CITADEL DRIVE
COMMERCE, CA 90040

Mr. Quiroz intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Quiroz seeks relief on behalf of himself, the State of California, and other persons who are or were employed by SMART & FINAL as a non-exempt employee in a California retail store location ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

SMART & FINAL employed Mr. Quiroz as a non-exempt employee from approximately October 2024 to March 2025. Mr. Quiroz worked for SMART & FINAL as a Cashier at its Smart & Final store in Chatsworth (Store #528, located at 10340 Mason Avenue, Chatsworth, California, 91311). Mr. Quiroz typically worked four (4) hours per day and three (3) days per week, on a varied schedule. Mr. Quiroz's job duties included, without limitation, operating the cash register and handling customer transactions.

SMART & FINAL committed each of the following Labor Code violations against Mr. Quiroz, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1).¹ Mr. Quiroz’s relevant claims are as follows:

SMART & FINAL’s Company-Wide and Uniform HR Practices

SMART & FINAL STORES LLC is a California limited liability company and CHEDRAUI USA, INC. is a Delaware corporation. Together, they own and operate warehouse-style food and supply retail stores throughout the United States under the “Smart & Final” and “Smart & Final Extra!” store brands. SMART & FINAL operates approximately 255 retail locations in the United States, including approximately 240 locations in California.

Upon information and belief, SMART & FINAL maintains a centralized Human Resources (HR) department at its corporate headquarters in Commerce, California, for all non-exempt employees working for SMART & FINAL at retail stores in California, including Mr. Quiroz and other aggrieved employees. SMART & FINAL maintained uniform practices with respect to its provision of seats (or lack thereof) in its retail stores for all non-exempt employees in California, including Mr. Quiroz and other aggrieved employees, regardless of their location or position.

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Industrial Welfare Commission (“IWC”) Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other

¹ These facts, theories, and claims are based on Mr. Quiroz’s experience and counsel’s review of those records currently available relating to Mr. Quiroz’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Quiroz reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

words, the employer must show that compliance is “infeasible because no suitable seating exists.”
See id.

SMART & FINAL’s California retail stores are generally similar in their layout and design and there was, and continues to be, space at cash wraps that would allow for the presence and use of a seat or stool by Mr. Quiroz and other aggrieved employees during the performance of their work duties at the cash wraps. However, SMART & FINAL has designed its cash wraps to require Mr. Quiroz and other aggrieved employees to stand while performing their work duties at those locations. SMART & FINAL could have provided Mr. Quiroz and other aggrieved employees with suitable seats at cash wraps, with reasonable or no modification to the work area(s), but instead has denied and continues to deny them seats altogether or denies them suitable seats. As a result, Mr. Quiroz and other aggrieved employees are and have been forced to stand throughout the day. In addition, SMART & FINAL failed to expressly advise Mr. Quiroz and other aggrieved employees that they could utilize seats while performing their duties.

During his employment, Mr. Quiroz performed cashiering duties at the cash wrap and spent a significant portion of his day behind the cash wrap. Other aggrieved employees similarly spent a portion of their day at cash wraps performing cash register duties. The nature of the work of an employee performing cashier duties can reasonably be accomplished from a seated position. Mr. Quiroz and other aggrieved employees could have handled customer transactions and performed other similar tasks at cash wraps at any of SMART & FINAL’s stores while seated without affecting the quality and effectiveness of the performance of their job duties. However, as set forth herein, SMART & FINAL systematically, and on a company-wide basis, does not provide seats or does not provide suitable seats at cash wraps and expressly prohibits employees from sitting while working, forcing Mr. Quiroz and other aggrieved employees to stand throughout their work shifts.

SMART & FINAL violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because Mr. Quiroz and other aggrieved employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. SMART & FINAL’s management did not inform Mr. Quiroz and other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting. SMART & FINAL’s failure to provide suitable seating to Mr. Quiroz and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

Mr. Quiroz and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SMART & FINAL into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the

nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under subdivision 14(B) during “lulls in operation.” *Id.*

SMART & FINAL has not placed an adequate number of suitable seats within reasonable proximity to the work areas of employees who perform duties, whose nature require standing, and therefore has not permitted employees to use those seats when not actively engaged in performing their standing duties (i.e., during “lulls in operation”), even though sitting would not interfere with the performance of their job duties.

During his employment, Mr. Quiroz experienced lulls in his work at various times during a typical shift, especially when the store was not busy, such as in the mid-afternoon. During these lulls, when Mr. Quiroz was not actively performing tasks (the nature of which require standing), Mr. Quiroz could have taken a moment to sit and rest his legs, back, and feet if seating was provided. SMART & FINAL could have provided Mr. Quiroz and other aggrieved employees with a suitable seat or stool within reasonable proximity of their work areas but instead denies employees seats and forces Mr. Quiroz and other aggrieved employees to stand throughout the day. Moreover, SMART & FINAL did not inform Mr. Quiroz and other aggrieved employees of their rights to a seat or stool under California law. SMART & FINAL’s failure to provide suitable seating to Mr. Quiroz and other aggrieved employees within reasonable proximity of their work areas and permit them to use those seats when not actively engaged in their standing duties violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

Mr. Quiroz and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SMART & FINAL into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Mr. Quiroz, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against SMART & FINAL for violations of California Labor Code section 1198 and the applicable IWC Wage Order.

Therefore, on behalf of all aggrieved employees, Mr. Quiroz seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

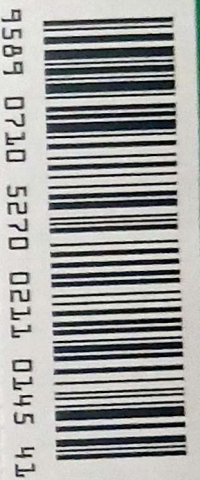
Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: SMART & FINAL STORES LLC (via U.S. Certified Mail); CHEDRAUI USA, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



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- B. Received by (Printed Name)
☐ Agent
☐ Addressee
- C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



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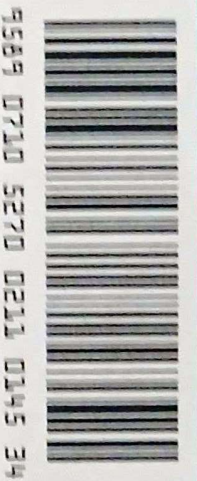
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PS Form 3811, July 2020 PSN 7530-02-000-9053

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Capstone Law, APC
1875 Century Park East, 1000
Los Angeles, CA 90067



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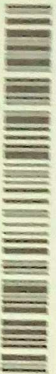
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SMART & FINAL STORES LLC
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- A. Signature
☒ X
B. Received by (Printed Name) C. Date of Delivery

- D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below. ☐ No



9580 9402 8803 4005 5694 42

2. Article Number (Transfer from sender label)
9589 0710 5270 0211 0145 34

- Service Type
☐ Registered Mail™
☐ Registered Mail Restricted Delivery™
☐ Certified Mail™
☐ Certified Mail Restricted Delivery™
☐ Certified Mail Signature Confirmation™
☐ Certified Mail Insurance™
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery™
☐ Signature Confirmation™
☐ Signature Insurance™
☐ Restricted Delivery™

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Domestic Return Receipt

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**CHEDRAUI USA, INC.
600 CITADEL DRIVE
COMMERCE, CA 90040**



9590 9402 8803 4005 5694 35

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0145 41

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Chris O.

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified-Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Registered Mail Restricted Delivery

☐ Registered Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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COMMERCE, CA 90040



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2. Article Number (Transfer from service label)

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

3. Received by (Printed Name)

Chm30.

C. Date of Delivery

4. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

5. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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(over \$500)

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