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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA,**
10 **FOR THE COUNTY OF LOS ANGELES**

11 JOSEPH OMAR OVIEDO, an Individual,

12 Plaintiff,

13 vs.

14
15 SF MARKETS, LLC, a Delaware Limited
16 Liability Company doing business as
17 SPROUTS FARMERS MARKET; ADAM
18 SCHMIDT, an Individual; JERIMIAH
19 HUGGINS, an Individual; and DOES 1 - 20,
inclusive,

20 Defendants.

Case Number: **26STCV07676**

COMPLAINT FOR:

- (1) Assault;
(2) Battery;
(3) Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 232.5;
(4) Retaliation and Wrongful Termination in Violation of *Labor Code* § 1102.5;
(5) Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 6310;
(6) Wrongful Termination in Violation of Public Policy;
(7) Violation of *Civil Code* § 52.1; and
(8) Violation of California Labor Code § 2698, et seq.

Jury Trial Demanded

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1 Plaintiff, Joseph Oviedo, hereby alleges as follows:

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3 **JURISDICTION AND VENUE**

4 1. This Court has jurisdiction over this action pursuant to California Constitution Article VI,
5 § 10, which grants the Superior Court "original jurisdiction in all causes except those given by statute to
6 other courts." The statutes under which this action is brought do not specify any other basis for jurisdiction.

7 2. This Court has jurisdiction over all Defendants because, based on information and belief,
8 each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise
9 intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the
10 California courts consistent with traditional notions of fair play and substantial justice.

11 3. Plaintiff has exhausted his administrative remedies by providing written notice to the
12 California Labor and Workforce Development Agency ("LWDA") within one year of the events alleged
13 herein, providing notice of the same to all parties simultaneously. Pursuant to Labor Code § 2699.3,
14 Plaintiff identified the specific provisions of the Labor Code Defendants violated, including §§ 232.5,
15 1102.5 and 6310, as well as the underlying factual basis for the alleged violations.

16 4. More than sixty-five (65) days have elapsed since the submission of the PAGA notice, and
17 the LWDA has not informed Plaintiff that it intends to investigate the alleged violations.

18 5. Venue is proper in this Court because, upon information and belief, one or more of the
19 named Defendants reside, transact business, or have offices in this county and the acts and omissions
20 alleged herein took place in this county.

21
22 **THE PARTIES**

23 6. Plaintiff, Joseph Omar Oviedo ("Plaintiff"), is and at all times relevant hereto was a
24 resident in the County of Los Angeles, in the State of California.

25 7. Defendant, SF Markets, LLC ("Sprouts"), was and is, upon information and belief, a
26 Delaware limited liability company whose employees are engaged in commerce throughout this County
27 and the State of California.

28 8. Defendant, Adam Schmidt ("Schmidt") was and is, upon information and belief, a resident

1 of Los Angeles County, California.

2 9. Defendant, Jerimiah Huggins (“Huggins”) was and is, upon information and belief, a
3 resident of Los Angeles County, California.

4 10. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the
5 fictitious names DOES 1–20 but prays for leave to amend and serve such fictitiously names Defendants
6 pursuant to *California Code of Civil Procedure* § 474, once their names and capacities become known.

7 11. Plaintiff is informed and believes, and thereon alleges, that DOES 1–20 are the partners,
8 joint ventures, parent companies, owners, shareholders, or managers or employees of Defendants and,
9 therefore, were acting on behalf of Defendants.

10 12. Sprouts, Schmidt, Huggins, and DOES 1–20 will hereafter be collectively referred to as
11 “Defendants.”

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

15 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
16 omissions alleged herein were performed by, or are attributable to, all Defendants, each acting as the agent
17 for the other, with legal authority to act on the other’s behalf. The acts of Defendants were in accordance
18 with and represent the official policy of Defendants.

19 15. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto and
20 mentioned herein, each Defendants sued herein (*both named and DOE Defendants*) was the agent, servant,
21 employer, partner, joint venturer, integrated enterprise, joint employer, contractor, contractee, partner,
22 division owner, subsidiary, principal, division, alias, successor in interest, and/or alter ego with and/or of
23 each of the remaining Defendants and was, at all times material hereto, acting within the purpose and
24 scope of such agency, servitude, partnership, employment, integrated enterprise, contract, venture,
25 ownership, subsidiary, principal, alias, and/or alter ego and with the authority, consent, approval, control,
26 influence, and ratification of each remaining Defendants sued herein.

27 16. At all times herein mentioned, Defendants, and each of them, including DOES 1–20,
28 ratified each and every act or omission complained of herein. At all times herein mentioned, the

1 Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
2 Defendants in proximately causing the damages herein alleged.

3
4 **FACTUAL ALLEGATIONS**

5 17. Defendant Sprouts is a national grocery retailer specializing in organic foods, operating
6 dozens of stores throughout California. At all relevant times, Defendants were and are an employer with
7 thousands of employees within the state of California.

8 18. On or around September 2024, Plaintiff was hired by Defendants as an “In-Store Shopper.”
9 While employed by Defendants, Plaintiff was a diligent and dependable employee who consistently
10 performed his job duties to Defendants’ satisfaction. Plaintiff worked out of Defendants’ facility located
11 at 915 North La Brea Avenue, Los Angeles, California 90046.

12 19. As part of Plaintiff’s job duties, Plaintiff would have to, among other things, prepare
13 customer orders, stock shelves, assist customers and ensure product availability.

14 20. At no time during his employment with Sprouts did Plaintiff receive any written warnings,
15 negative performance reviews, or other indications that his work was deficient. On the contrary, Plaintiff
16 fulfilled his duties satisfactorily and met his employer’s expectations.

17 21. On or around April 2025, while Plaintiff was performing his assigned job duties, an
18 Instacart vendor approached him for assistance. When Plaintiff attempted to provide help, the vendor
19 suddenly became aggressive, threatened to fight Plaintiff and advanced towards him in a hostile manner.

20 22. Plaintiff attempted to deescalate the situation by creating distance and walking away
21 slowly. Despite Plaintiff’s efforts, the vendor physically assaulted Plaintiff by punching him in the torso.
22 Plaintiff was shocked, shaken, and distressed from being physically assaulted at work. He never expected
23 to be the victim of violence while simply carrying out his job duties.

24 23. Plaintiff immediately reported the assault to his manager, provided a written statement, and
25 requested that the incident be reported to law enforcement. Plaintiff also insisted that surveillance footage
26 be reviewed showing his attempts to diffuse the confrontation.

27 24. Despite these reports, Defendants downplayed the seriousness of the assault. Rather than
28 facilitating the filing of a police report, Defendants suspended Plaintiff pending investigation.

1 25. Fearing that Defendants would not take action, Plaintiff filed his own police report
2 regarding the assault and continued to follow-up with Defendants.

3 26. Plaintiff also raised concerns about unsafe working conditions, including Defendants'
4 failure to provide adequate supervision on the floor. At the time of the assault, no manager was present,
5 leaving Plaintiff and other employees vulnerable during an emergency situation.

6 27. On or about April 26, 2025, immediately following the assault, Plaintiff reported the
7 violent incident, unsafe working conditions, and management's failure to respond to Schmidt and
8 Huggins, including complaints that no manager was present on the floor, that the aggressor posed an
9 ongoing safety threat, and that Plaintiff feared retaliation for reporting the incident.

10 28. Plaintiff further complained to Schmidt and Huggins that Defendants failed to provide
11 adequate workplace violence training, failed to intervene during an emergency, and failed to ensure a safe
12 working environment, all of which Plaintiff reasonably believed constituted violations of state law and
13 public policy.

14 29. Schmidt and Huggins reviewed surveillance footage of the assault with Plaintiff,
15 minimized the seriousness of the incident, questioned Plaintiff's conduct despite video evidence showing
16 Plaintiff was not the aggressor, and initiated or contributed to the decision to suspend Plaintiff pending
17 investigation.

18 30. As part of this course of conduct and ratification, Defendants' suspension and termination
19 of Plaintiff for reporting the assault, insisting on law enforcement involvement, and raising workplace
20 safety concerns were intended to, and did, threaten, intimidate, and coerce Plaintiff for exercising his
21 constitutional and statutory rights, including his right to bodily integrity, to report criminal conduct, and
22 to seek protection from law enforcement. Defendants' actions were designed to deter Plaintiff and other
23 employees from reporting workplace violence or asserting their rights and constituted coercive conduct
24 independent of the underlying assault.

25 31. About a week later, after complaining about unsafe working conditions, Defendants
26 abruptly terminated Plaintiff's employment. On or about May 3, 2025, Defendants committed its final act
27 of retaliation and/or discrimination by wrongfully terminating Plaintiff. The termination was abrupt and
28 came with no warning, disciplinary action, or performance issues. Plaintiff was wrongfully terminated

1 based on the false pretext that Plaintiff did not adhere to company policies, among other things. In reality,
2 at all times, Defendants retaliated against and wrongfully terminated Plaintiff due to Plaintiff's
3 engagement in protected activities, which included but were not limited to his right to be free from assault,
4 complaints of unsafe working conditions, insisting on filing a police report, and reporting the assault.

5 32. Defendants have a duty to provide a working environment free from threats, intimidation,
6 and physical violence. Rather than upholding this duty, Defendants responded to the assault on Plaintiff
7 by suspending and ultimately terminating him. By doing so, Defendants effectively condoned and ratified
8 the violent conduct of the Instacart vendor, signaling to employees that workplace violence would be
9 tolerated. Defendants' ratification of the assault makes them directly liable for the harm Plaintiff suffered.

10 33. At all times, Defendants' discriminatory and/or retaliatory actions were ratified by its
11 managing agents, officers, and employees.

12 34. At all times, Defendants' conduct, as described above, was enacted maliciously,
13 fraudulently and in total disregard and oppression of Plaintiff's rights and welfare. As a result of these
14 circumstances, Plaintiff has been damaged economically by the loss of both his current and future
15 employment, benefits, and income with Defendants, as well as other opportunities for income and/or
16 benefits. As a direct result of Defendants' conduct, Plaintiff has also been damaged non-economically,
17 including both emotionally and physically, now and in the foreseeable future. The full extent of Plaintiff's
18 damages, all of which exceed the jurisdictional minimum of this court, will be subject to a matter of proof
19 at trial.

20
21 **FIRST CAUSE OF ACTION**

22 **ASSAULT**

23 **(Against Sprouts and DOES 1-20)**

24 35. As a separate and distinct cause of action, Plaintiff complains and realleges all the
25 allegations contained in this complaint and incorporates them by reference into this cause of action as
26 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

27 36. On or about April 26, 2025, an Instacart vendor present at Defendants' worksite, acting
28 individually and as DOE 1, intentionally and unlawfully placed Plaintiff in reasonable apprehension of

1 imminent harmful and offensive contact by aggressively advancing toward Plaintiff, threatening to fight
2 him, and refusing to disengage despite Plaintiff's attempts to retreat immediately prior to the physical
3 attack.

4 37. At all relevant times, Defendants owned, operated, and controlled the workplace, exercised
5 control over the premises where employees and third-party vendors interacted, and owed Plaintiff a duty
6 to protect him from reasonably foreseeable acts of violence, including acts committed by third-party
7 vendors permitted to be present on the premises in connection with Defendants' business operations.

8 38. In committing the acts herein alleged, the Instacart vendor acted with the intent to cause
9 Plaintiff to reasonably fear imminent harmful or offensive contact, and Plaintiff in fact experienced such
10 apprehension. The vendor's threatening conduct immediately preceded the physical attack alleged herein.

11 39. At no time did Plaintiff consent to offensive contacts with the Instacart vendor and Does
12 1-20.

13 40. By failing to take reasonable steps to prevent the assault, by minimizing the incident, by
14 disciplining Plaintiff and by terminating Plaintiff's employment after he reported the assault, Defendants
15 ratified and condoned the vendor's assaultive conduct, thereby adopting said conduct as their own and
16 rendering themselves liable for the harm caused.

17 41. By the aforesaid acts and conduct of Defendants, Plaintiff has been directly and legally
18 caused to suffer actual damages pursuant to California Civil Code § 3333, including but not limited to,
19 attorney's fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of
20 Court to amend when ascertained.

21 42. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
22 continues to suffer severe and serious emotional and physical distress, including, but not limited to,
23 emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
24 personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount shown according to
25 proof.

26 43. As a further direct and legal result of the acts and conduct of Defendants, Plaintiff has been
27 caused, and did suffer, and continues to suffer, severe and permanent emotional and mental distress and
28 anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature and

1 extent of said injuries is presently unknown to Plaintiff, who will pray leave of Court to assert the same
2 when they are ascertained.

3 44. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
4 oppressive and despicable, and were done in willful and conscious disregard of the rights, welfare and
5 safety of Plaintiff, and were done with the express knowledge, consent, and ratification of managerial
6 employees of Defendants, thereby justifying the awarding of punitive and exemplary damages in an
7 amount to be determined at the time of trial.

8
9 **SECOND CAUSE OF ACTION**

10 **BATTERY**

11 **(Against Sprouts and DOES 1-20)**

12 45. As a separate and distinct cause of action, Plaintiff complains and realleges all the
13 allegations contained in this complaint and incorporates them by reference into this cause of action as
14 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

15 46. On or about April 26, 2025, an Instacart vendor present at Defendants' worksite, acting
16 individually and as DOE 1, attacked, assaulted, and battered Plaintiff while Plaintiff was lawfully
17 performing his job duties on Defendants' premises. Plaintiff does not allege that Sprouts personally
18 committed the battery, but that it is liable for ratification, failure to protect, and premises control.

19 47. In doing the acts herein alleged, the Instacart vendor acted with the intent to cause harmful
20 or offensive contact with Plaintiff and did cause such harmful or offensive contact, including but not
21 limited to striking Plaintiff in the torso, causing Plaintiff physical injury, pain, and emotional distress.

22 48. At no time did Plaintiff consent to the harmful or offensive contact committed by the
23 Instacart vendor and Does 1-20.

24 49. At all relevant times, the Instacart vendor was permitted to be present at Defendants'
25 premises in connection with Defendants' business operations, and Plaintiff was required to interact with
26 such vendor in the course of his employment.

27 50. Defendants knew or should have known that third-party vendors posed a foreseeable risk
28 of violence to employees, failed to provide adequate supervision and protection, and thereafter ratified the

1 battery by minimizing the assault, suspending Plaintiff, discouraging reporting of the incident, and failing
2 to take appropriate remedial or protective action.

3 51. By the aforesaid acts and conduct of the Instacart vendor, and the ratification, tolerance,
4 and failure to protect by Defendants, Plaintiff has been directly and legally caused to suffer actual damages
5 pursuant to California Civil Code § 3333, including but not limited to physical injury, pain, emotional
6 distress, and other pecuniary losses according to proof.

7 52. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
8 continues to suffer severe and serious emotional and physical distress, including, but not limited to,
9 emotional trauma, physical manifestations of emotional distress, pain and suffering, personal
10 inconvenience, sickness and illness, all to Plaintiff's damages in an amount to be shown according to
11 proof.

12 53. The aforementioned acts of the Instacart vendor were willful, wanton, malicious,
13 intentional, oppressive, and despicable. Defendants, by and through their officers, managing agents, and
14 supervisory employees, authorized, condoned, and/or ratified said conduct, thereby justifying an award of
15 punitive and exemplary damages against the appropriate Defendants pursuant to Civil Code § 3294.

16
17 **THIRD CAUSE OF ACTION**

18 **RETALIATION AND/OR WRONGFUL TERMINATION**

19 **IN VIOLATION OF *LABOR CODE* § 232.5**

20 **(Against Sprouts and DOES 1-20)**

21 54. As a separate and distinct cause of action, Plaintiff complains and realleges all the
22 allegations contained in this complaint and incorporates them by reference into this cause of action as
23 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

24 55. At all times herein mentioned, California Labor Code §232.5 et seq. were in full force and
25 effect and were binding on Defendants. Under Labor Code §232.5(a), an employer may not "[r]equire, as
26 a condition of employment, that an employee refrain from disclosing information about the employer's
27 working conditions."

28 56. At all times herein mentioned, under Labor Code §232.5(b), an employer may not

1 “[r]equire an employee to sign a waiver or other document that purports to deny the employee the right to
2 disclose information about the employer’s working conditions.”

3 57. At all times herein mentioned, under Labor Code §232.5(c), an employer may not
4 “[d]ischarge, formally discipline, or otherwise discriminate against an employee who discloses
5 information about the employer’s working conditions.”

6 58. At all times herein mentioned, under Labor Code §232.5(d), “[t]his section is not intended
7 to permit an employee to disclose proprietary information, trade secret information, or information that is
8 otherwise subject to a legal privilege without the consent of his or her employer.”

9 59. As fully elaborated above, while within the course and scope of his duties as Defendants’
10 employee, Plaintiff reported and disclosed information regarding Defendants’ unsafe working conditions,
11 which included but was not limited to the absence of management personnel on the floor to ensure a safe
12 working environment. At all times herein mentioned, Plaintiff engaged in protected activity within the
13 meaning of Labor Code §232.5. In response, and as a direct result of Plaintiff’s disclosure of Defendants’
14 working conditions, Defendants retaliated against Plaintiff by wrongfully terminating him from his
15 employment.

16 60. As a direct, legal and/or proximate result of the aforesaid acts of Defendants, Plaintiff has
17 suffered actual, consequential and incidental financial losses, including without limitation, loss of income,
18 earnings, salary and benefits, and the intangible loss of employment related opportunities in his field and
19 damage to his professional reputation, all in an amount subject to proof at the time of trial. Plaintiff also
20 claims such amounts as damages pursuant to Civil Code §§ 3287, 3288 and/or any other laws providing
21 for prejudgment interest.

22 61. As a direct, legal and/or proximate result of Defendants’ conduct, Plaintiff has sustained
23 and continues to suffer emotional distress and related emotional trauma, pain and suffering, personal
24 inconvenience, sickness and illness, etc. all to Plaintiff’s damages in an amount to be shown according to
25 proof.

26 62. The conduct of Defendants in retaliating against Plaintiff and/or wrongfully terminating
27 him because he disclosed information about Defendants’ working conditions, subjected Plaintiff to cruel
28 and unjust hardship in conscious disregard of Plaintiff’s rights, as it was anticipated by Defendants that

1 Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based
2 thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to
3 Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or
4 ratified by officers, directors or managing agents of the company and/or was the result of the application
5 of unlawful, malicious or oppressive policies. As a consequence of the aforesaid oppressive, malicious,
6 and despicable conduct, Plaintiff is entitled to an award of punitive damages against Defendants in a sum
7 to be shown according to proof at trial.

8 63. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
9 attorneys to prosecute his claims herein, and has incurred and is expected to continue to incur attorneys'
10 fees and costs in connection therewith. As a result, pursuant to Labor Code §§ 2699(g) and 2699.5, and/or
11 Code of Civil Procedure §1021.5, Plaintiff is entitled to recover attorneys' fees and costs.

12
13 **FOURTH CAUSE OF ACTION**
14 **RETALIATION AND/OR WRONGFUL TERMINATION**
15 **IN VIOLATION OF *LABOR CODE* § 1102.5**
16 **(Against Sprouts, Schmidt, Huggins, and DOES 1–20)**

17 64. As a separate and distinct cause of action, Plaintiff complains and realleges all the
18 allegations contained in this complaint and incorporates them by reference into this cause of action as
19 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

20 65. At all times herein mentioned, California *Labor Code* § 1102.5 et seq. was in full force and
21 effect and were binding on Defendants.

22 66. Under California *Labor Code* § 1102.5 (a), it is unlawful for any employer, or any person
23 acting on behalf of the employer, to "make, adopt, or enforce any rule, regulation, or policy preventing an
24 employee from disclosing information to a government or law enforcement agency, to a person with
25 authority over the employee, or to another employee who has authority to investigate, discover, or correct
26 the violation or noncompliance, or from providing information to, or testifying before, any public body
27 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the
28 information discloses a violation of state or federal statute, or a violation of or noncompliance with a local,

1 state, or federal rule or regulation, regardless of whether disclosing the information is part of the
2 employee's job duties."

3 67. Under California *Labor Code* § 1102.5 (b), "an employer, or any person acting on behalf
4 of the employer, shall not retaliate against an employee for disclosing information, or because the
5 employer believes that the employee disclosed or may disclose information, to a government or law
6 enforcement agency, to a person with authority over the employee or another employee who has the
7 authority to investigate, discover, or correct the violation or noncompliance, or for providing information
8 to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee
9 has reasonable cause to believe that the information discloses a violation of state or federal statute, or a
10 violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether
11 disclosing the information is part of the employee's job duties"

12 68. At all times herein mentioned, under *Labor Code* § 1102.5(c), an employer "shall not
13 retaliate against an employee for refusing to participate in an activity that would result in a violation of
14 state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation."

15 69. At all times herein mentioned, *Labor Code* §§ 232.5 and 6310, and other relevant statutes
16 were in full force and effect and were binding on Defendants, and each of them. At all times, Plaintiff
17 acted under the reasonable belief that Defendants were in violation of such laws described immediately
18 above, among other potential civil laws and statutes. At all times during the relevant time period of this
19 action, based on these reasonable beliefs, Plaintiff resisted, refused to participate in and/or complained to
20 Defendants including Schmidt and Huggins, both of whom were persons with authority over Plaintiff
21 and/or authority to investigate, discover, or correct the violations complained of about Defendants' unsafe
22 working conditions. In turn, Defendants then retaliated against Plaintiff for such complaints, including,
23 but not limited to, suspending Plaintiff, wrongfully terminating Plaintiff and committing other adverse
24 employment actions against Plaintiff, thereby violating *Labor Code* § 1102.5 et seq.

25 70. In violation of *Labor Code* § 1102.5 et seq., Plaintiff alleges that he was retaliated against
26 and/or wrongfully terminated because, whether in part or in whole, Plaintiff complained of inadequate
27 management presence at the time of his attack, pushed back on Defendants' attempt to suppress Plaintiff's
28 report of the assault to law enforcement, reported unsafe working conditions, and made such complaints

1 directly to Schmidt and Huggins, who participated in the investigation of Plaintiff's complaints and acted
2 on behalf of Sprouts in the retaliatory conduct alleged herein.

3 71. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
4 continues to suffer actual, consequential and incidental financial losses, including without limitation, loss
5 of income, earnings, salary and benefits, and the intangible loss of employment related opportunities in
6 his field and damage to his professional reputation, the exact amount of which is not yet known and will
7 be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages pursuant
8 to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest.

9 72. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
10 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
11 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
12 personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount according to proof.

13 73. The conduct of Defendants in retaliating against Plaintiff and wrongfully terminating him
14 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was
15 anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is
16 informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done
17 with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent, and/or oppressive conduct
18 was engaged in, authorized, or ratified by officers, directors, or managing agents of the company and/or
19 by individual Defendants Schmidt and Huggins acting on behalf of the employer and/or was the result of
20 unlawful, malicious, or oppressive policies. As a consequence of the aforesaid oppressive, malicious, and
21 despicable conduct, Plaintiff is entitled to an award of punitive damages against Defendants in a sum to
22 be shown according to proof at trial pursuant to *Civil Code* § 3294.

23 74. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
24 attorneys to prosecute his claims herein and has incurred and is expected to continue to incur attorneys'
25 fees and costs in connection therewith. As a result, pursuant to *Labor Code* § 1102.5(j), Plaintiff is entitled
26 to recover attorneys' fees and costs.

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FIFTH CAUSE OF ACTION
RETALIATION AND/OR WRONGFUL TERMINATION
IN VIOLATION OF *LABOR CODE* § 6310
(Against Sprouts and DOES 1–20)

75. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

76. At all times herein mentioned, California Labor Code § 6310 was in full force and effect, and was binding on Defendants. Under Labor Code § 6310, it is unlawful for any employer to discharge or discriminate against an employee in any manner because the employee made any oral or written complaint to his or her employer regarding the employees' belief that the employers is unlawfully committing health or safety violations in the workplace.

77. At all times herein mentioned, California Labor Code § 6310 was in full force and effect, and was binding on Defendants. Under Labor Code § 6310, it is unlawful for an employer to discharge or discriminate against an employee in any manner because the employee made any oral or written complaint to his or her employer regarding the employees' belief that the employer is unlawfully committing health or safety violations in the workplace.

78. At all times herein mentioned, believed that Defendants to be in violation of a variety of statutes, including, but not limited to, Labor Code §§ 232.5 and 1102.5, among other related criminal and/or civil statutes. Based on this good faith and reasonable belief, Plaintiff complained to Defendants about such violations. In response, and, at least in parts, as a result of his complaints and/or the anticipation of his complaints, Defendants retaliated against Plaintiff and wrongfully terminated Plaintiff based on false, illegitimate and pretextual reasons all in violation of Labor Code § 6310.

79. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and continues to suffer actual, consequential and incidental financial losses, including without limitation, loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities in his field and damage to his professional reputation, the exact amount of which is not yet known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages pursuant

1 to Civil Code §§ 3287, 3288 and/or any other laws providing for prejudgment interest, all in an amount
2 according to proof.

3 80. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
4 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
5 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
6 personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount to be shown
7 according to proof.

8 81. The conduct of Defendants in retaliating against Plaintiff and wrongfully terminating him
9 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was
10 anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is
11 informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done
12 with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent, and/or oppressive conduct
13 was engaged in, authorized, or ratified by officers, directors, or managing agents of the company and/or
14 was the result of unlawful, malicious, or oppressive policies. As a consequence of the aforesaid oppressive,
15 malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages against Defendants
16 in a sum to be shown according to proof at trial.

17 82. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
18 attorneys to prosecute his claims herein, and has incurred and is expected to continue to incur attorneys'
19 fees and costs in connection therewith. This action will also result in the enforcement of the constitutional
20 right to enjoying life and liberty, and pursuing and obtaining safety, all of which are important rights
21 affecting the public interest. As a result, Plaintiff's attorneys' fees incurred while pursuing such claims
22 should not, in the interest of justice, be paid out of the recovery. Accordingly, Plaintiff has incurred and
23 continues to incur legal expenses and attorneys' fees which Plaintiff is entitled to recover pursuant to
24 Labor Code §§ 2699(g) and 2699.5, and/or Code of Civil Procedure § 1021.5.

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1 **SIXTH CAUSE OF ACTION**

2 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

3 **(Against Sprouts and DOES 1-20)**

4 83. As a separate and distinct cause of action, Plaintiff complains and realleges all the
5 allegations contained in this complaint and incorporates them by reference into this cause of action as
6 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

7 84. During Plaintiff's employment with Defendants, Plaintiff made complaints to Defendants
8 regarding unsafe working conditions, insisted on filing a police report after being assaulted, and raised
9 concerns about the lack of adequate management presence at the time of the assault. In response to
10 Plaintiff's various protected activities, all described herein, Defendants made the decision to suspend and
11 wrongfully terminate instead of addressing his complaints.

12 85. Further, at all times herein mentioned, Labor Code §§ 232.5, 1102.5, and 6310, and other
13 relevant statutes under the Labor Code, were in full force and effect and were binding on Defendants, and
14 each of them. At all times, Plaintiff acted under the reasonable belief that Defendants were in violation of
15 such laws described immediately above, among other potential civil laws and statutes. At all times during
16 the relevant time period of this action, based on these reasonable beliefs, Plaintiff resisted, refused to
17 participate in and/or complained to Defendants about Defendants' unsafe working conditions and/or
18 conduct in violation of these aforementioned statutes and laws. In turn, Defendants then wrongfully
19 terminated Plaintiff, whether in part or in whole, for his complaints in direct violation of well-established
20 California public policy.

21 86. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
22 continues to suffer actual, consequential and incidental financial losses, including without limitation, loss
23 of income, earnings, salary and benefits, and the intangible loss of employment related opportunities in
24 his field and damage to his professional reputation, the exact amount of which is not yet known and will
25 be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages pursuant
26 to Civil Code §§ 3287, 3288 and/or other provisions of law providing for prejudgment interest.

27 87. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained
28 and continues to suffer emotional injuries, emotional distress and physical injuries, including related

1 emotional and physical trauma, pain and suffering, personal injury, personal inconvenience, sickness and
2 illness, etc., all to Plaintiff's damages in an amount to be shown according to proof at trial.

3 88. The conduct of Defendants wrongfully terminating Plaintiff subjected Plaintiff to cruel and
4 unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that
5 Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based
6 thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to
7 Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or
8 ratified by officers, directors or managing agents of the corporation and/or was the result of the application
9 of unlawful, malicious or oppressive policies and procedures. As a consequence of the aforesaid
10 oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages in a
11 sum to be shown according to proof at trial.

12 89. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he is
13 entitled to recover pursuant to Code of Civil Procedure §1021.5.

14
15 **SEVENTH CAUSE OF ACTION**
16 **VIOLATION OF *CIVIL CODE* § 52.1**
17 **(Against Sprouts and DOES 1-20)**

18 90. As a separate and distinct cause of action, Plaintiff complains and realleges all the
19 allegations contained in this complaint and incorporates them by reference into this cause of action as
20 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

21 91. At all times herein, California Civil Code § 43 provides that "every person has, subject to
22 the qualifications and restrictions provided by law, the right of protection from bodily restraint or harm,
23 from personal insult, from defamation, and from injury to [his] personal relations."

24 92. At all times relevant hereto, Civil Code § 52.1, also known as the Tom Bane Civil Rights
25 Act (the "Bane Act"), was in full force and effect, and binding on Defendants, and each of them. The Bane
26 Act provides that "Any individual whose exercise or enjoyment of rights secured by the Constitution or
27 laws of the United States, or of rights secured by the Constitution or laws of this state, has been interfered
28 with, or attempted to be interfered with ... may institute and prosecute in their own name and on their own

1 behalf a civil action for damages ... to protect the peaceable exercise or enjoyment of the right or rights
2 secured.”

3 93. At all times, Defendants’ refusal to take corrective action and provide protection from
4 harassment, assault, battery and/or potential continued acts of workplace violence, including assault and/or
5 battery, violates the law because Plaintiff was acting during the course and scope of his employment when
6 he was subjected to such unlawful conduct. Therefore, Defendants not only failed to provide a workplace
7 free from violence and bodily harm, but enabled and encouraged the same, thereby denying Plaintiff
8 protection in any way against harassment, violence and/or continued risks of workplace violence,
9 including assault and/or battery, and, thus, interfering with Plaintiff’s peaceable exercise and/or enjoyment
10 of his rights, all in direct violation Civil Code §§ 43 & 52.1.

11 94. The Constitution and laws of both the United States and California protect the rights of an
12 individual to be employed and work in an environment free of workplace violence, threats of violence
13 and/or harassment. As alleged hereinabove, Defendants violated and interfered with Plaintiff’s right to
14 work in an environment free of violence and intimidation, including on the basis of his protected status
15 and/or protected employment activities, not only by failing to protect him from threats of violence, but
16 also in punishing him for attempting to protect herself from the same. Defendants retaliated against and
17 wrongfully terminated Plaintiff, at least in part, for reporting, resisting and/or complaining of unlawful
18 assault, battery and/or other unlawful acts of violence in the workplace, including his report of submitting
19 a police report of his assault and battery.

20 95. As a direct and proximate result of Defendants’ conduct, Plaintiff has suffered and
21 continues to suffer actual, consequential and incidental financial losses, including without limitation, loss
22 of income, earnings, salary and benefits, and the intangible loss of employment related opportunities in
23 his field and damage to his professional reputation, the exact amount of which is not yet known and will
24 be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages pursuant
25 to Civil Code §§ 3287, 3288 and/or any other laws providing for prejudgment interest, all in an amount
26 according to proof.

27 96. As a direct and proximate result of Defendants’ conduct, Plaintiff has sustained and
28 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited

1 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
2 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness and
3 illness, etc. all to Plaintiff's damages in an amount to be shown according to proof.

4 97. The conduct of Defendants in failing to protect Plaintiff from workplace violence subjected
5 Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by
6 Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and
7 believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to
8 cause injury to Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in,
9 authorized or ratified by officers, directors or managing agents of the company and/or was the result of
10 the application of unlawful, malicious or oppressive policies. As a consequence of the aforesaid
11 oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages against
12 Defendants in a sum to be shown according to proof at trial.

13 98. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he is
14 entitled to recover pursuant to Civil Code § 52.1(i).

15
16 **EIGHTH CAUSE OF ACTION**

17 ***VIOLATION OF CALIFORNIA LABOR CODE § 2698, ET SEQ.***

18 **(Against Sprouts and DOES 1-20)**

19 99. As a separate and distinct cause of action, Plaintiff complains and realleges all the
20 allegations contained in this complaint and incorporates them by reference into this cause of action as
21 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

22 100. Under Labor Code § 2699, Plaintiff, as an aggrieved employee, may bring an action against
23 Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties
24 for Defendants' violations of the California Labor Code.

25 101. Plaintiff was and is an "aggrieved employee" within the meaning of Labor Code §2699(c)
26 because he was employed by Defendants and personally suffered one or more of the Labor Code violations
27 alleged herein.

28 102. Plaintiff seeks civil penalties only for violations personally suffered by Plaintiff and by

1 other aggrieved employees arising from the same alleged Labor Code violations, consistent with Labor
2 Code § 2699(a), as amended.

3 103. Defendants violated numerous provisions of the California Labor Code §§ 1102.5, 6310,
4 and 232.5, which prohibit retaliation against employees who report unlawful conduct, unsafe working
5 conditions, or discuss working conditions.

6 104. As described herein, Plaintiff reported unsafe working conditions and unlawful conduct
7 occurring at Defendants' workplace, including safety concerns arising from a violent incident involving a
8 third-party vendor and the lack of adequate managerial supervision during the incident. After making these
9 protected disclosures and complaints, Plaintiff was subjected to adverse employment actions, including
10 suspension and termination, in violation of the above-referenced Labor Code provisions.

11 105. On June 30, 2025, more than 65 calendar days before filing this Complaint, Plaintiff
12 provided written notice of the alleged violations to the LWDA through its online PAGA filing portal and
13 served the notice via certified mail to Defendants of the specific provisions of the California Labor Code
14 that Defendants violated, thereby satisfying the requirements of Labor Code § 2699.3.

15 106. As of the filing of this Complaint, Plaintiff has not received any notice from the LWDA
16 that it intends to investigate or prosecute the alleged violations. Consequently, Plaintiff may now
17 commence this civil action pursuant to Labor Code § 2699.3.

18 107. As a direct and proximate result of Defendants' California Labor Code violations set forth
19 in this Complaint, Plaintiff and other aggrieved employees are entitled to recover civil penalties as
20 provided by Labor Code § 2699(f) and by the specific Labor Code provisions that expressly provide for
21 penalties. For violations not otherwise penalized, Plaintiff seeks civil penalties in the amount of \$100 for
22 each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee
23 per pay period for each subsequent violation, subject to any applicable adjustments or reductions as
24 provided by statute, including those relating to cure, reasonable compliance efforts, or other mitigating
25 factors, as amended effective June 19, 2024.

26 108. Plaintiff is entitled to recover reasonable attorney's fees and costs pursuant to Labor Code
27 § 2699(g)(1). Plaintiff and other aggrieved employees are also entitled to their statutory share of any civil
28 penalties recovered in this action, as provided by Labor Code § 2699(i).

1 **REQUEST FOR JURY TRIAL**

2 Plaintiff requests a trial by jury.

3
4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff prays for judgment as follows:

- 6 1. For general damages, in the amount of no less than \$5,000,000, according to proof;
- 7 2. For special damages, in the amount of no less than \$5,000,000, according to proof;
- 8 3. For actual, consequential, and incidental damages, in the amount of no less than
- 9 \$5,000,000, according to proof;
- 10 4. For past and/or future economic damages, including all past and/or future lost earnings,
- 11 wages, and/or benefits, in the amount of no less than \$5,000,000, according to proof;
- 12 5. For past and/or future non-economic damages, including all past and/or future physical
- 13 injuries, emotional distress, pain, suffering, physical trauma, etc., in the amount of no less than
- 14 \$5,000,000, according to proof;
- 15 6. For punitive and exemplary damages in the amount sufficient to punish Defendants and
- 16 deter them from engaging in similar conduct in the future;
- 17 7. For all compensation and/or statutory penalties owed,
- 18 8. For prejudgment interest, according to proof;
- 19 9. For reasonable attorneys' fees and costs of suit incurred herein through the date of final
- 20 judgment;
- 21 10. For experts' costs and fees incurred herein through the date of final judgment; and
- 22 11. For such other and further relief as the Court may deem just and proper.

23
24 Dated: March 9, 2026

25 
26 **YESENIA L. RODRIGUEZ, ESQ.**
27 **EMPLOYEE JUSTICE LEGAL GROUP, P.C.**
28 Attorneys for Plaintiff, Joseph Omar Oviedo