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April 23, 2026

Sent via: Online Submission through the PAGA Filing Portal

California Labor and Workforce Development Agency

Attn: PAGA Administrator

Sent via USPS Certified Mail:

Smart & Final Stores LLC

c/o Registered Agent

CT Corporation System

AMANDA GARCIA

330 N BRAND BLVD,

GLENDALE, CA 91203

(Via Certified Mail, Return Receipt Requested)

#9414811898765529270228

Smart & Final Stores LLC

600 CITADEL DRIVE

COMMERCE, CA 90040

(Via Certified Mail, Return Receipt Requested)

#9414811898765529270440

RE: ***Rose Marie Ruby v. Smart & Final Stores LLC***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Rose Marie Ruby (“Ms. Ruby” or “Employee”) to pursue a representative action under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code sections 2698 through 2699.8, against her former employer, Smart & Final Stores LLC (“Smart & Final” or “Employer”). Ms. Ruby worked for Smart & Final at its store located at 7205 Freeport Boulevard, Sacramento, California 95831.

The purpose of this letter is to comply with PAGA and to set forth the facts and theories of California Labor Code violations that Employee alleges Employer committed against Employee and other aggrieved employees. This notice is limited to violations of Labor Code section 2802 arising from Employer’s policy and practice of requiring employees to use their personal cell phones for work-related purposes, including by installing and using the Dayforce workforce management application on their personal cell phones, without reimbursement.

Ms. Ruby seeks to pursue this action on behalf of herself as an aggrieved employee, on behalf of the State of California, and on behalf of other current and former California non-exempt hourly-paid employees who were required to use their personal cell phones to install, access, or use the Dayforce application for work-related purposes without reimbursement (the “Aggrieved Employees”).

As a result of the violations described below, Employee and the Aggrieved Employees incurred unreimbursed business expenses in connection with the required use of their personal cell phones and personal cellular service for Employer’s benefit and are entitled to recover civil penalties.

Relevant Facts

At all relevant times, Ms. Ruby worked as a non-exempt, hourly Opening Cashier at Smart & Final’s store located at 7205 Freeport Boulevard, Sacramento, California 95831. Ms. Ruby was hired on or about March 1, 2022, and her employment ended on September 11, 2025. During her employment, she was paid as a W-2 hourly employee at the rate of \$22.00 per hour and was treated as non-exempt. Her hours were recorded through a fingerprint-based timekeeping system.

Ms. Ruby’s duties included opening the front end of the store, turning on and setting up cash registers and lottery terminals, preparing cashier stations, ringing up and bagging customer purchases, and assisting customers. She generally worked shifts of approximately eight to nine-and-a-half hours per day, typically from about 5:00 a.m. to 2:30 p.m., and approximately forty hours per week.

Ms. Ruby personally suffered the noticed violations during the applicable PAGA limitations period, including within one year before the filing of this notice and continuing through the end of her employment on September 11, 2025.

On information and belief, Smart & Final operates multiple retail locations throughout California and employs numerous non-exempt hourly-paid employees in this State. On further information and belief, the policy and practice described in this notice was not limited to Ms. Ruby alone, but was commonly applied to other similarly situated California employees.

At all relevant times, Employer required Ms. Ruby, and on information and belief other Aggrieved Employees, to install and use a workforce management mobile application known as Dayforce (the “Dayforce App”) on their personal cell phones as a condition of employment. The Dayforce App was mandatory, not optional. It was the only means by which employees could view their work schedules, request time off, and access and complete mandatory safety training videos assigned by management. Employees had no alternative means of performing those required tasks.

Employer required Employee and, on information and belief, other Aggrieved Employees to use the Dayforce App on their personal cell phones for work-related purposes, including: (a) viewing work schedules; (b) requesting time off; and (c) accessing and completing mandatory safety training videos assigned by management. Compliance with those scheduling, time-off, and training requirements was a condition of employment.

Employer did not provide Ms. Ruby with a company-issued cell phone or other device for these purposes. Employer also did not provide any stipend, allowance, or reimbursement for the use of Employee's personal cell phone or personal cellular service in connection with the required use of the Dayforce App. Ms. Ruby was never reimbursed in any amount for the use of her personal cell phone, cellular service plan, data usage, battery consumption, storage, or other related device resources incurred in connection with her mandatory use of the Dayforce App for Employer's benefit.

Based on Employee's experience and observations, and on information and belief, Employer's practice of requiring employees to use the Dayforce App on their personal cell phones without reimbursement was policy-driven and applied to other Aggrieved Employees in California during the statutory period.

Employee and the Aggrieved Employees complain of the following violation committed by Employer:

Failure to Indemnify Employees for Necessary Business Expenditures

Labor Code section 2802(a) requires an employer to indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer. Here, Employer required Employee and, on information and belief, other Aggrieved Employees to use their personal cell phones to install, access, and use the Dayforce App for work-related purposes, including to view work schedules, request time off, and access and complete mandatory safety training videos assigned by management. Those functions were required as a condition of employment, employees had no alternative means of performing them, and Employer did not provide a company-issued device for those tasks.

As a direct consequence of Employer's directions and the discharge of their duties, Employee and the Aggrieved Employees necessarily incurred business expenses associated with the required use of their personal cell phones, including expenses related to cellular service, data usage, battery consumption, storage, and other related device resources. Employer did not reimburse or otherwise indemnify Employee or the Aggrieved Employees for those necessary expenditures. By requiring Employee and the Aggrieved Employees to bear those business expenses, Employer unlawfully shifted its operating expenses onto its employees in violation of Labor Code section 2802. Accordingly, Employer is liable for civil penalties under PAGA, including pursuant to Labor Code section 2699(f), to the extent applicable.

Conclusion

Based on the facts and Labor Code section 2802 violation described above, Employee seeks to recover civil penalties on behalf of the State of California and the Aggrieved Employees pursuant to PAGA, Labor Code section 2699 et seq. Employee also reserves the right to seek any other relief authorized by PAGA, including, to the extent permitted by law, appropriate injunctive and other prospective relief requiring compliance with the Labor Code.

This notice is intended to satisfy the notice requirements of Labor Code section 2699.3 by identifying the specific Labor Code provision alleged to have been violated and the facts and theories supporting that alleged violation. This notice is not intended to waive any amendment or supplementation permitted by law.

A copy of this notice is being served on Employer by certified mail. Thank you for your attention to this matter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Armig', is positioned above a horizontal line.

The JHP Firm APC
Armig Khodanian, Esq.