

JUSTICE FOR WORKERS, P.C.
William C. Sung, SB# 280792
E-Mail: william@justiceforworkers.com
Joseph C. Ramli, SB# 339491
E-Mail: jramli@justiceforworkers.com
Guneez Ibrahim, SB# 367321
E-Mail: gibrahim@justiceforworkers.com
9575 Bolsa Avenue
Westminster, CA 92683
Tel: 323-922-2000
Fax: 323-922-2000

Attorneys for Plaintiff DANIEL ANDRE

FILED
Superior Court of California
County of Los Angeles
06/24/2026

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DANIEL ANDRE, an individual and on behalf
of all others similarly situated;

Plaintiff,

vs.

TRADER JOE'S COMPANY, a California
corporation; and DOES 1 through 50,

Defendants.

Case No.: 26STCV12723

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) WAGE STATEMENT PENALTIES
(LABOR CODE § 226);**
- (2) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (3) CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiff DANIEL ANDRE (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants TRADER JOE’S COMPANY, a California corporation, and
4 DOES 1 to 50 inclusive (collectively “Defendants”), and on information and belief alleges as
5 follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
8 Complaint for recovery of penalties under California Labor Code §§ 201-203, 226, 246, 2698, *et*
9 *seq.*, and Industrial Welfare Commission (“IWC”) Wage Order 7 (“Wage Order 7”). This
10 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
11 jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy
12 exceeds \$25,000.

13 2. Venue is proper in this judicial district because Defendants maintain offices, have
14 agents, and/or transact business in the State of California, including Los Angeles County, and some
15 of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore,
16 Plaintiff was employed by Defendants within Los Angeles County.

17 **PARTIES**

18 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
19 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
20 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
21 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
22 herein and has been deprived of the rights guaranteed by Labor Code §§ 201-203,
23 226, 246, 2698, *et seq.*, and the Wage Order 7.

24 4. Plaintiff is informed and believes, and based thereon alleges, that during the
25 applicable statute of limitations for each cause of action pled herein and continuing to the present,
26 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,
27 similarly-situated non-exempt employees within Los Angeles County, and the State of California
28 and, therefore, were (and are) doing business in Los Angeles County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each of the other defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

7. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

8. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

9. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged.

FACTUAL ALLEGATIONS

10. Defendants own and operative a chain of supermarkets in California under the trade name Trader Joe's. During the relevant time period, Defendants employed Plaintiff as an hourly-

1 paid, non-exempt employee as a crew member in Glendale, California.

2 11. Labor Code § 246(l) provides in relevant part: “For the purposes of this section, an
3 employer shall calculate paid sick leave using any of the following calculations: (1) Paid sick time
4 for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the
5 workweek in which the employee uses paid sick time, whether or not the employee actually works
6 overtime in that workweek. (2) Paid sick time for nonexempt employees shall be calculated by
7 dividing the employee’s total wages, not including overtime premium pay, by the employee’s total
8 hours worked in the full pay periods of the prior 90 days of employment.”

9 12. During the relevant time period, Defendants implemented a PTO policy for
10 employees that combines paid vacation with paid sick leave under Labor Code § 246, called Time
11 Off Account (“TOA”). As TOA was used by Defendants to provide paid sick leave under Labor
12 Code § 246, Defendants were required to calculate the TOA rate using one of the two methods of
13 calculation under Labor Code § 246(l). However, Defendants failed to incorporate multiple rates of
14 pay and/or non-discretionary incentive compensation, such as shift premiums, in the TOA rate.
15 Defendants violated Labor Code § 246(l) by paying TOA at the straight-time hourly rate and
16 underpaid Plaintiff and other non-exempt employees.

17 13. As a result of Defendants’ failure to pay all paid sick leave wages due, Defendants
18 issued inaccurate wage statements to Plaintiff and other non-exempt employees. As a further result
19 of Defendants’ failure to pay all paid sick leave wages due, Defendants failed to timely pay all final
20 wages to other former non-exempt employees upon their separation of employment from
21 Defendants.

22 **CLASS ACTION ALLEGATIONS**

23 14. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following
24 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 25 a. Wage Statement Class: All current and former non-exempt employees of Defendants
26 in the State of California who earned non-discretionary remuneration and received
27 POA or paid sick leave during the same period in which the non-discretionary
28 remuneration was earned, during the one year immediately preceding the filing of

1 this action through the present.

- 2 b. Waiting Time Penalty Class: All former non-exempt employees of Defendants in the
3 State of California who earned non-discretionary remuneration and received POA or
4 paid sick leave during the same period in which the non-discretionary remuneration
5 was earned, during the three years immediately preceding the filing of this action
6 through the present..

7 15. **Numerosity/Ascertainability**: The members of the Classes are so numerous that
8 joinder of all members would be impractical, if not impossible. The membership of the Classes is
9 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
10 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
11 of Defendants' employment records, including payroll records.

12 16. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
13 **Interest**: There are predominant common questions of law and fact as to Plaintiff and members of
14 the Classes, which predominate over questions affecting only individual members including,
15 without limitation to:

- 16 a. Whether Defendants properly paid all paid sick leave wages to members of the Wage
17 Statement and Waiting Time Classes;
18 b. Whether Defendants furnished legally compliant wage statements to members of the
19 Wage Statement Class pursuant to Labor Code § 226; and
20 c. Whether Defendants timely paid all final wages to members of the Waiting Time
21 Class at the time of their separation of employment pursuant to Labor Code §§ 201
22 and 202.

23 These common questions of law and fact set forth above are numerous and substantial and
24 stem from Defendants' policies and/or practices applicable to each individual class member. As
25 such, the common questions predominate over individual questions concerning each individual
26 class member's showing as to their eligibility for recovery or as to the amount of their damages.

27 17. **Typicality**: The claims of Plaintiff are typical of the claims of the Classes because
28 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)

1 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
2 Plaintiff, like the members of the Classes, was not paid all paid sick leave wages due and was not
3 provided accurate itemized wage statements.

4 18. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
5 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
6 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
7 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
8 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
9 members of the Classes.

10 19. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
11 public interest in establishing minimum working conditions and standards in California. These laws
12 and labor standards protect the average working employee from exploitation by employers who
13 have the responsibility to follow the laws and who may seek to take advantage of superior economic
14 and bargaining power in setting onerous terms and conditions of employment. The nature of this
15 action and the format of laws available to Plaintiff and members of the Classes make the class
16 action format a particularly efficient and appropriate procedure to redress the violations alleged
17 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
18 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
19 resources of each individual plaintiff with their vastly superior financial and legal resources.

20 20. Moreover, requiring each member of the Class(es) to pursue an individual remedy
21 would also discourage the assertion of lawful claims by employees who would be disinclined to file
22 an action against their former and/or current employer for real and justifiable fear of retaliation and
23 permanent damages to their careers at subsequent employment. The claims of the individual
24 members of the Class are not sufficiently large to warrant vigorous individual prosecution
25 considering all of the concomitant costs and expenses attending hereto.

26 21. Furthermore, the prosecution of separate actions by the individual class members,
27 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
28 with respect to the individual class members against Defendants herein; and which would establish

1 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
2 respect to individual class members which would, as a practical matter, be dispositive of the interest
3 of the other class members not parties to adjudications or which would substantially impair or
4 impede the ability of the class members to protect their interests. As such, the Classes identified
5 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

6 **FIRST CAUSE OF ACTION**

7 **WAGE STATEMENT PENALTIES**

8 **(Against All Defendants)**

9 22. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
10 fully set forth herein.

11 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
13 and members of the Wage Statement Class with accurate and complete, itemized wage statements
14 that included, among other requirements, total gross wages earned, all rates of pay and
15 corresponding number of hours worked, and total net wages earned in violation of Labor Code §
16 226(a).

17 24. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
18 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
19 to, among other things, the underpayment of paid sick leave wages and deprived them of the
20 information necessary to identify the discrepancies in Defendants' reported payroll data.

21 25. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
22 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
23 attorneys' fees, and costs of suit according to California Labor Code § 226.

24 **SECOND CAUSE OF ACTION**

25 **WAITING TIME PENALTIES**

26 **(Against All Defendants)**

27 26. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
28 fully set forth herein.

1 27. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
2 employer to pay all wages immediately at the time of separation of employment in the event the
3 employer discharges the employee or the employee provides at least 72 hours of notice of their
4 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
5 said employee's wages become due and payable not later than 72 hours upon said employee's last
6 date of employment.

7 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
8 to timely pay members of the Waiting Time Class all final wages due to them at their separation
9 from employment, including underpaid paid sick leave wages.

10 29. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
11 matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting
12 Time Class all earned wages at the end of employment in a timely manner pursuant to the
13 requirements of Labor Code §§ 201-202.

14 30. Defendants' failure to pay all final wages was willful within the meaning of Labor
15 Code § 203. Defendants' willful failure to timely pay members of the Waiting Time Class their
16 earned wages upon separation from employment results in continued payment of daily wages up to
17 thirty days from the time the wages were due.

18 31. As a consequence of Defendants' unlawful practices, members of the Waiting Time
19 Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

20 **THIRD CAUSE OF ACTION**

21 **PRIVATE ATTORNEYS GENERAL ACT**

22 **(Against All Defendants)**

23 32. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
24 fully set forth herein.

25 33. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, et
26 seq., acting on behalf of himself and other aggrieved employees (collectively, "Aggrieved
27 Employees"), brings this representative action against Defendants to recover the civil penalties due
28 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant

1 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to, \$100 for each initial
2 violation and \$200 for each subsequent violation per employee per pay period for those violations
3 of the Labor Code for which no civil penalty is specifically provided, based on the following Labor
4 Code violations:

- 5 a. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
6 statements in violation of Labor Code § 226;
- 7 b. Failing to timely pay all final wages and compensation earned by Aggrieved
8 Employees at the time of separation in violation of Labor Code §§ 201-202; and
- 9 c. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
10 Code § 246.

11 34. On or about April 20, 2026, Plaintiff notified Defendants via certified mail, and
12 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
13 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
14 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the
15 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
16 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
17 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
18 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
19 with respect to these violations.

20 35. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive
21 under California Labor Code § 2699(g).

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
24 this suit is brought against Defendants, as follows:

- 25 1. For an order certifying the proposed Classes;
- 26 2. For an order appointing Plaintiff as representative of the Classes;
- 27 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 28 4. Upon the First Cause of Action, for statutory penalties pursuant to Labor Code §

1 226;

2 5. Upon the Second Cause of Action, for statutory penalties pursuant to Labor Code §
3 203;

4 6. Upon the Third Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
5 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
6 2699(a) and (f) including, but not limited to: (1) \$250 for each initial violation and \$1,000 for each
7 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (2) pursuant to
8 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
9 waiting time under the terms of Labor Code § 203; and/or (3) \$100 for each initial violation and
10 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
11 Code for which no civil penalty is specifically provided;

12 7. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
13 and Civil Code §§ 3287 and 3289;

14 8. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
15 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

16 9. For such other and further relief, the Court may deem just and proper.

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands a trial by jury on all claims.

19
20 DATED: June 24, 2026

JUSTICE FOR WORKERS, P.C.

21
22 By: 

23 William C. Sung
24 Joseph C. Ramli
25 Guneez Ibrahim
26 Attorneys for Plaintiff DANIEL ANDRE
27
28