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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

NORMA HERRERA JUAREZ, an individual
and on behalf of all others similarly situated;

Plaintiff,

vs.

RALPHS GROCERY COMPANY, an Ohio
corporation; and DOES 1 through 50,

Defendants.

Case No.: 26STCV17917

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

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

DEMAND FOR JURY TRIAL

1 Plaintiff NORMA HERRERA JUAREZ (“Plaintiff”), on behalf of herself and all others
2 similarly situated, hereby brings this Class Action Complaint (“Complaint”) against Defendants
3 RALPHS GROCERY COMPANY, an Ohio corporation, and DOES 1 to 50 (collectively
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under Labor Code §§ 226 and 2698, *et seq.*,
8 in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought
9 pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’
10 violations of the Labor Code because the amount in controversy exceeds \$25,000.

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

15 **PARTIES**

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

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

26 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
27 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
28 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to

1 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and
2 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
3 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
4 and proximately caused Plaintiff and the Class (as defined below) to be subject to the unlawful
5 employment practices, wrongs, injuries, and damages complained of herein.

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

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

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

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

23 **FACTUAL ALLEGATIONS**

24 10. Defendants own and operate grocery stores in California, including a Food 4 Less
25 store in Wilmington. During the relevant time period, Defendants employed Plaintiff as an hourly-
26 paid, non-exempt employee as an associate at their Wilmington Food 4 Less store.

27 11. During Plaintiff's employment with Defendant, she received physical paychecks
28 with detachable wage statements. However, the wage statements Plaintiff received were in violation

of Labor Code § 226(a)(2) and §226(a)(9) because they failed to accurately show total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

12. For instance, for pay period ending June 28, 2026, Plaintiff received a wage statement which provided the following earnings information:

Description	Hours	Rate	Current
Overtime Premium Blended	0.020	18.8553	0.19
Sunday Pay	6.970	18.6700	130.13
Night Premium	1.000	0.2500	0.25
Other Earnings:	38.970		604.41
Total Hours Worked: 38.97			

13. Plaintiff's wage statements are in violation of Labor Code § 226(a)(2) and 226(a)(9) because they failed to show her straight-time, non-overtime hourly rate in effect and the corresponding number of hours worked at that hourly rate, and because the number of hours reported in the wage statements are inconsistent with the total hours worked figure in the wage statements.

14. Upon information and believe, other non-exempt employees received similarly non-compliant wage statements which failed to show their total hours worked and straight-time, non-overtime hourly rate in effect and the corresponding number of hours worked at that hourly rate.

CLASS ACTION ALLEGATIONS

15. **Class Definitions:** Pursuant to Plaintiff brings this action on behalf of herself and the following Class pursuant to § 382 of the California Code of Civil Procedure: All current and former non-exempt employees of Defendants in the State of California who received a wage statement that did not show corresponding straight-time, non-overtime hourly rate and hours worked, during the one year immediately preceding the filing of this action through the present.

16. **Numerosity/Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The membership of the Class is unknown to Plaintiff at this time; however, it is estimated that the members of the Class number greater than 50 individuals. The identity of such membership is readily ascertainable via inspection

of Defendants' employment records, including payroll records.

17. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest:** There are predominant common questions of law and fact as to Plaintiff and members of the Class, which predominate over questions affecting only individual members including, without limitation to, whether Defendants furnished legally compliant wage statements to members of the Class pursuant to Labor Code § 226.

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

18. **Typicality:** The claims of Plaintiff are typical of the claims of the Class because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Class, was not provided with accurate, compliant, itemized wage statements.

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

20. **Superiority:** The Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Class make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If

1 each employee were required to file an individual lawsuit, Defendants would necessarily gain an
2 unconscionable advantage since they would be able to exploit and overwhelm the limited resources
3 of each individual plaintiff with their vastly superior financial and legal resources.

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

10 22. Furthermore, the prosecution of separate actions by the individual class members,
11 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
12 with respect to the individual class members against Defendants herein; and which would establish
13 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
14 respect to individual class members which would, as a practical matter, be dispositive of the interest
15 of the other class members not parties to adjudications or which would substantially impair or
16 impede the ability of the class members to protect their interests. As such, the Class identified
17 hereinabove are maintainable as Class under § 382 of the Code of Civil Procedure.

18 **FIRST CAUSE OF ACTION**

19 **WAGE STATEMENT PENALTIES**

20 **(Against All Defendants)**

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

23 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
25 and members of the Wage Statement Class with accurate and complete, itemized wage statements
26 that included all hours worked and all rates of pay and corresponding number of hours worked in
27 violation of Labor Code § 226.

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1 25. Defendants’ failure to furnish Plaintiff and members of the Wage Statement Class
2 with accurate and complete, itemized wage statements resulted in actual injury, as said failures
3 deprived them of the information necessary to identify the discrepancies in Defendants’ reported
4 payroll data.

5 26. As a consequence of Defendants’ unlawful wage statement practices, Plaintiff and
6 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
7 attorneys’ fees, and costs of suit according to California Labor Code § 226.

8 **SECOND CAUSE OF ACTION**

9 **PRIVATE ATTORNEYS GENERAL ACT**

10 **(Against All Defendants)**

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

13 28. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et*
14 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, “Aggrieved
15 Employees”), brings this representative action against Defendants to recover the civil penalties due
16 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
17 to Labor Code § 2699 for \$100 for each initial violation and \$200 for each subsequent violation per
18 employee per pay period for those violations of the Labor Code for which no civil penalty is
19 specifically provided, based on Defendant’s failure to furnish Aggrieved Employees with complete,
20 accurate, itemized wage statements in violation of Labor Code § 226.

21 29. On or about June 5, 2026, Plaintiff notified Defendants via certified mail, and
22 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
23 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
24 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the
25 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
26 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
27 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
28 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act

1 with respect to these violations.

2 30. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive
3 under California Labor Code § 2699.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
6 this suit is brought against Defendants, as follows:

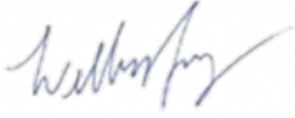
- 7 1. For an order certifying the proposed Class;
8 2. For an order appointing Plaintiff as representative of the Class;
9 3. For an order appointing Counsel for Plaintiff as Counsel for the Class;
10 4. Upon the First Cause of Action, for statutory penalties and attorney's fees and costs
11 pursuant to Labor Code § 226;
12 5. Upon the Second Cause of Action, for civil penalties and attorney's fees and costs
13 pursuant to Labor Code § 2699; and
14 6. For such other and further relief, the Court may deem just and proper.

15 **DEMAND FOR JURY TRIAL**

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

17
18 DATED: August 7, 2026

JUSTICE FOR WORKERS, P.C.

19
20 By: 

21 William C. Sung
22 Tiffany L. Luu
23 Joseph C. Ramli
24 Guneez Ibrahim
25 Attorneys for Plaintiff
26 NORMA HERRERA JUAREZ
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