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30-2026-01608397-CU-OE-CXC - ROA # 2 - DAVID H. YAMASAKI, Clerk of the Court By O. Lopez, Deputy Clerk.

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ARTHUR GARCIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ARTHUR GARCIA, an individual, and as an aggrieved employee on behalf of the State of California and other aggrieved employees,

Plaintiff,

v.

ALBERTSON'S LLC, a limited liability company; SAFEWAY INC., a corporation; ALBERTSONS COMPANIES, INC., a corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2026-01608397-CU-OE-CXC
Judge Layne H. Melzer

COMPLAINT FOR DAMAGES AND REPRESENTATIVE ACTION

CAUSES OF ACTION

1. Failure to Pay Minimum and Agreed Straight-Time Wages (Lab. Code §§ 1194, 1197, 1198; breach of agreement to pay hourly wages)
2. Failure to Pay Overtime and Double-Time Wages (Lab. Code §§ 510, 1194, 1198)
3. Failure to Provide Meal Periods and Pay Meal Period Premiums (Lab. Code §§ 226.7, 512)
4. Failure to Authorize and Permit Rest Periods and Pay Rest Period Premiums (Lab. Code § 226.7)
5. Failure to Furnish Accurate Itemized Wage Statements (Lab. Code §§ 226(a), 226(e))
6. Failure to Reimburse Necessary Business Expenses (Lab. Code § 2802)
7. Failure to Pay All Wages Due Upon Discharge (Lab. Code §§ 201, 203)

	8. Retaliation for Complaints About Unpaid Wages and Labor Code Rights (Lab. Code § 98.6) 9. Whistleblower Retaliation (Lab. Code §§ 1102.5(b), 1102.6) 10. Retaliation for Disclosing Working Conditions (Lab. Code §§ 232.5(c), 98.6) 11. Age Discrimination (Gov. Code § 12940(a)) 12. Failure to Prevent Age Discrimination (Gov. Code § 12940(k)) 13. Wrongful Termination in Violation of Public Policy (Common law) 14. Unfair Business Practices (Bus. & Prof. Code § 17200 et seq.) 15. Representative Action for Civil Penalties Under PAGA (Lab. Code § 2699 et seq.)

Plaintiff ARTHUR GARCIA ("Plaintiff" or "Mr. Garcia"), individually and, as to the PAGA cause of action only, on behalf of the State of California and other aggrieved employees, complains against Defendants and alleges as follows:

NATURE OF THE ACTION

1. This action arises from Defendants' failure to pay all wages and provide lawful meal and rest periods during Plaintiff's employment as a non-exempt refrigeration and HVAC technician, and from his discharge after he complained about those practices. Plaintiff also alleges that his age was a substantial motivating reason for his discharge.

2. Plaintiff seeks individual recovery of unpaid wages, meal and rest period premiums, reimbursable business expenses, wage-statement damages or statutory penalties, waiting-time penalties, damages arising from retaliation, discrimination, and wrongful termination, restitution, and other relief authorized by law. Separately, Plaintiff seeks civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698 through 2699.8, for the violations and employee group identified in his July 23, 2026 notice.

PARTIES AND EMPLOYER RELATIONSHIPS

3. Plaintiff is an individual residing in California. Defendants employed Plaintiff in California from approximately March 5, 2021 through July 13, 2026 as a W-2, hourly-paid, non-exempt Refrigeration and HVAC Technician. Plaintiff worked from Defendants' Fullerton location at or near 1421 S. Manhattan Avenue, Fullerton, California 92831, and serviced assigned stores and facilities.

4. Plaintiff is informed and believes, and on that basis alleges, that Defendant ALBERTSON'S LLC ("Albertson's") is a limited liability company doing business in California that operates grocery stores and related refrigeration and maintenance operations. Albertson's employed or jointly employed Plaintiff and the other Aggrieved Employees in those operations and, directly or through its authorized personnel, exercised control over their wages, hours, or working conditions.

5. Plaintiff is informed and believes, and on that basis alleges, that Defendant SAFEWAY INC. ("Safeway") is a corporation doing business in California that operates grocery stores under the Safeway banner. Safeway employed or jointly employed Plaintiff and the other Aggrieved Employees in the refrigeration and maintenance operations described herein and, directly or through its authorized personnel, exercised control over their wages, hours, or working conditions, including their service assignments and timekeeping practices.

6. Plaintiff is informed and believes, and on that basis alleges, that Defendant ALBERTSONS COMPANIES, INC. ("Albertsons Companies") is a corporation doing business in California that employed or jointly employed Plaintiff and the other Aggrieved Employees in the refrigeration and maintenance operations described herein and, directly or through its authorized personnel, exercised control over their wage payments and related payroll practices. Plaintiff's employment and payroll documents identify "Albertsons Companies" as his employer and reflect its participation in administering his wage payments. On information and belief, that designation refers to Albertsons Companies, Inc., which exercised the same or substantially similar control over wage payments and payroll practices affecting the other Aggrieved Employees

7. Plaintiff is ignorant of the true names and capacities of Defendants sued as DOES 1 through 50, inclusive, and therefore sues them by fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff is informed and believes that each Doe Defendant participated in or was otherwise legally responsible for the conduct alleged herein and thereby caused or contributed to Plaintiff's injuries and damages. Plaintiff will amend this Complaint when their identities and roles are ascertained.

8. Albertson's LLC, Safeway Inc., Albertsons Companies, Inc., and DOES 1 through 50 are referred to collectively as "Defendants." Plaintiff is informed and believes, and on that basis alleges, that Hector Camacho, Paul Herman, Rudy Alvarez, and the other supervisory and human resources personnel involved in the conduct alleged herein acted within the scope of their employment or authority on behalf of one or more of Plaintiff's employing Defendants.

9. At all relevant times, the employing Defendants were employers under the California Labor Code and the applicable Industrial Welfare Commission ("IWC") Wage Order because they employed Plaintiff, exercised control over his wages, hours, or working conditions, or suffered or permitted him to work. Plaintiff is informed and believes, and on that basis alleges, that the Defendants against whom Plaintiff asserts FEHA claims were his employers or joint employers within the meaning of Government Code section 12926, subdivision (d), each regularly employed five or more persons, and were subject to the Fair Employment and Housing Act ("FEHA"), Government Code section 12900 et seq. References to "All Employer Defendants" in the individual causes of action mean the named entities and applicable Doe Defendants alleged to be Plaintiff's employers under the law governing the particular claim.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this action pursuant to article VI, section 10 of the California Constitution. This action is an unlimited civil case because the amount in controversy exceeds $35,000, exclusive of attorneys' fees, interest, and costs.

11. Venue is proper in Orange County under Code of Civil Procedure sections 395 and 395.5 because Plaintiff worked from the Fullerton office in Orange County and the obligations and liabilities alleged arose or were breached in this County. Venue is also proper for the FEHA claims under Government Code section 12965 because the challenged employment practices occurred in this County and Plaintiff worked here before the challenged discharge.

ADMINISTRATIVE PREREQUISITES

PAGA Notice and Exhaustion

12. Plaintiff's written PAGA notice is dated July 23, 2026. On July 23, 2026, Plaintiff through counsel submitted that notice through the LWDA online PAGA filing portal, paid the required filing fee, and sent the notice by certified mail to each of Albertson's LLC, Safeway Inc., and Albertsons Companies, Inc. The LWDA Notice Number is CM-1192882-26. The notice identifies the specific Labor Code provisions and facts and theories supporting the violations alleged in the PAGA Cause of Action.

13. More than 65 calendar days have elapsed since the postmark date of Plaintiff's PAGA notice, and the LWDA did not timely notify Plaintiff that it intended to investigate the alleged violations. Plaintiff has satisfied the applicable prefiling requirements of Labor Code section 2699.3.

14. Plaintiff has satisfied the prerequisites to commencing this PAGA action. Plaintiff will submit a file-stamped copy of this Complaint to the LWDA within ten days of commencement pursuant to Labor Code section 2699.3 and comply with applicable LWDA submission and court-approval requirements for any proposed PAGA settlement.

FEHA Exhaustion

15. Plaintiff exhausted his administrative remedies by filing a timely complaint with the Civil Rights Department on October 8, 2026, and thereafter received a "right to sue" notification on October 8, 2026. A true and correct copy of the Right-to-Sue notice is attached hereto as Exhibit A. This Complaint is timely filed within the applicable statute of limitations periods.

GENERAL FACTUAL ALLEGATIONS

A. Employment and Work Assignments

16. Plaintiff worked for Defendants for approximately five years. His duties included responding to refrigeration and HVAC service calls, traveling in a company vehicle to assigned stores, diagnosing and repairing refrigeration and HVAC equipment, and completing service and timekeeping records. His hourly base rate near the end of his employment was approximately $53.60.

17. Plaintiff had no fixed daily schedule. Start times varied, often beginning around 6:00 a.m. Defendants assigned Plaintiff to service approximately six stores and required him to respond to calls designated by severity level. His work included emergency assignments, extended repair work, and travel between assignments.

18. Plaintiff's shifts ranged from approximately eight hours to continuous stretches as long as approximately twenty-five hours, sometimes spanning two workdays. Plaintiff estimates that he regularly performed approximately thirty-five to forty overtime hours in a workweek during

portions of the last two or more years of his employment. Plaintiff seeks unpaid overtime and double-time wages based on the compensable hours worked within each applicable workday and workweek, in amounts to be proved at trial. For shifts spanning more than one workday, hours are allocated to the workday in which they were worked.

19. Defendants treated Plaintiff as non-exempt and paid him on an hourly basis. His technician duties did not qualify him for an executive, administrative, or professional exemption. Plaintiff is informed and believes, and on that basis alleges, that his employment and the employment of the other Aggrieved Employees were subject to IWC Wage Order No. 7-2001 governing the mercantile industry because their refrigeration and maintenance work supported Defendants' grocery operations.

B. Unrecorded Work Travel and Time Rounding

20. Before being dispatched to a store or other work location, Plaintiff ordinarily participated in a mandatory telephone call during which he received and discussed the assignment location, required repairs, and severity of the service issue. Defendants did not permit Plaintiff to clock in when these calls began and failed to record or compensate him for the time spent participating in them.

21. Following dispatch, Defendants required Plaintiff to drive their company vehicle to assigned stores, park the vehicle, and perform other required work duties. Defendants failed to record or compensate Plaintiff for approximately forty-five minutes of travel in each direction, totaling approximately ninety minutes per workday, separate from the unpaid dispatch-call time. The unpaid time included travel between assignments and travel and other required work duties performed under Defendants' control or after Plaintiff began required work.

22. Defendants excluded pre-shift and post-shift work from Plaintiff's recorded hours and rounded his time punches to reduce paid time. For example, Defendants advanced a clock-in punch at approximately 10:16 a.m. to 10:30 a.m. and adjusted clock-out punches backward. Although their electronic system could record actual punches, Defendants used rounded entries that undercounted Plaintiff's hours and wages over time

23. Defendants knew or should have known Plaintiff performed this unpaid work because their managers directed his dispatch calls, service assignments, travel, vehicle tasks, and time-reporting practices. Defendants failed to pay Plaintiff his agreed hourly wages for all hours worked, including time spent working during recorded unpaid meal periods, and underpaid his overtime and double-time wages.

C. On Call and Standby Work

24. Approximately once every five weeks, Defendants required Plaintiff and other technicians to participate in a mandatory twenty-four-hour on-call rotation. Technicians had to monitor calls, remain available and ready to respond with the required vehicle and equipment, and meet the approximately two-hour response requirement for severity-level calls at multiple stores. Defendants paid only for dispatched service work and excluded standby time.

25. Defendants' standby restrictions materially limited Plaintiff's ability to use that time for personal activities and placed him under Defendants' control, rendering all or a substantial portion of the standby periods compensable. Defendants also failed to pay Plaintiff for active work during those periods, including answering dispatch calls and discussing assignments.

D. Meal and Rest Period Practices

26. Defendants failed to provide Plaintiff with timely, uninterrupted, duty-free thirty-minute first meal periods on workdays exceeding five hours and the required second meal periods on workdays exceeding ten hours. Emergency assignments, excessive workloads, travel demands, and inadequate relief required Plaintiff to continue working through meal periods, often for approximately nine consecutive hours without a meal period.

27. Defendants required Plaintiff to record meal periods at prescribed intervals and clock out or report unpaid meal time while continuing to work. When Plaintiff attempted to accurately record his hours and meal periods, management threatened him with discipline and characterized his accurate reporting as "stealing." The meal-period violations alleged herein were not covered by a valid meal waiver or a valid written, revocable on-duty meal agreement.

28. Defendants did not pay Plaintiff one additional hour at his regular rate of compensation for workdays on which required meal periods were not provided. Defendants also failed to pay for the actual work performed during the recorded unpaid meal periods.

29. Throughout Plaintiff's employment, including the year before his discharge, Defendants failed to authorize and permit uninterrupted, duty-free rest periods of a net ten minutes for every four hours worked or major fraction thereof. Emergency calls, continuous repair work, travel demands, and inadequate coverage prevented Plaintiff from taking the required rest periods.

30. Defendants failed to pay Plaintiff one additional hour of pay at his regular rate of compensation for each workday on which they failed to provide the required rest periods. Plaintiff seeks separate meal-period and rest-period premiums for workdays on which both violations occurred.

E. Business Expenses Payroll Practices

31. Defendants required Plaintiff to purchase and use his own tools, work boots, and work pants to perform his refrigeration and HVAC duties, costing approximately $5,000 per year. Defendants knew or should have known Plaintiff incurred these expenses but failed to reimburse him for the necessary business expenses they were legally required to pay.

32. Plaintiff seeks reimbursement for required tools, equipment, and work attire that Defendants were legally obligated to provide or reimburse under Labor Code section 2802.

F. Timekeeping and Payroll Practices

33. Defendants knowingly and willfully failed to maintain accurate time and payroll records reflecting Plaintiff's actual hours worked, meal periods, and wages. Supervisors directed or enforced practices that omitted working time and recorded meal periods Plaintiff did not take, and continued those practices after he complained.

34. Defendants furnished wage statements that inaccurately reported gross wages earned, total hours worked, net wages earned, and hours worked at applicable hourly rates, including overtime and double-time rates, in violation of Labor Code section 226(a)(1), (2), (5), and (9). Plaintiff could not promptly and easily determine his correct hours and wages from the statements

alone and had to compare his actual work against inaccurate time and payroll records to identify unpaid wages.

35. Defendants' wage-statement violations were knowing and intentional because managers directed or enforced the underlying timekeeping practices and continued them after Plaintiff complained. Defendants also willfully failed to pay all wages on the regular paydays required by Labor Code section 204 by continuing to exclude known working time and requiring inaccurate time reporting.

G. Protected Complaints and Management Response

36. Before his termination, Plaintiff complained to management on at least two occasions, including on or about May 1, 2026 and June 15, 2026, about unpaid wages and overtime, excessive hours, inaccurate time records, and missed meal and rest periods. He made these oral complaints to his immediate supervisor, Hector Camacho; director or higher-level supervisor Paul Herman; and human resources representative Rudy Alvarez, each of whom had authority over Plaintiff or authority to investigate, discover, or correct the reported violations.

37. Coworkers Roman Castaneda, Brandon Dew, and Eric Miser witnessed at least one of Plaintiff's complaints about working conditions. Management dismissed Plaintiff's concerns, stating, "That's what you signed up for," and questioned whether he intended to involve a union or discuss the conditions with other employees.

38. Plaintiff reasonably believed that Defendants' exclusion of working time, required inaccurate time and meal records, underpayment of overtime, and denial of meal and rest periods violated the California Labor Code and applicable Wage Orders. He reported these practices to management personnel with authority to investigate or correct them. Defendants failed to correct the practices and instead threatened or imposed discipline when Plaintiff accurately reported his working time.

H. Age Related Remarks

39. Plaintiff was born in 1969, was over forty throughout the relevant events, and was approximately fifty-six when discharged. He was qualified for his refrigeration and HVAC

technician position and had performed those duties for approximately five years without prior write-ups or suspensions before the disputed timekeeping matter.

40. On or about June 15, 2026, Plaintiff's supervisor, Hector Camacho, responded to Plaintiff's workload concerns by stating that a younger employee could handle the workload better and, "If you were a little younger, you wouldn't be crying about this." Plaintiff is informed and believes that Camacho's age-related remarks reflected age bias that contributed to his discharge. The identities and respective roles of the persons who recommended, influenced, or approved the discharge are within Defendants' knowledge and possession. Defendants knew Plaintiff's age through his employment records and supervisory interactions.

I. Retaliation, Discrimination, and Termination

41. Immediately before his discharge, Plaintiff had a shift where he worked approximately eighteen and one-half hours and became too fatigued to continue driving safely. He pulled off the freeway and slept at a gas station for approximately two hours. Management faulted him for not clocking out during that stop.

42. Defendants terminated Plaintiff on July 13, 2026, purportedly for falsifying time records, within ninety days of his wage complaints and within weeks after Camacho's June 15, 2026 age-related remark. Plaintiff is informed and believes that the persons responsible for his discharge knew of his protected complaints and the challenged timekeeping practices.

43. Plaintiff's protected disclosures and wage complaints were a contributing factor in Defendants' retaliation and discharge, and his age was a substantial motivating reason for his discharge. The timing, management's dismissive responses, questions about involving a union or other employees, and Camacho's age-related remarks support Plaintiff's allegation that Defendants used the timekeeping accusation as a pretext for retaliation and discrimination.

44. Defendants failed to pay Plaintiff his final wages when they discharged him and instead promised a later deposit. Unpaid wages, including compensation for unrecorded work, overtime, double time, and meal- and rest-period premiums, remained outstanding. Defendants'

failure to pay was willful because they knew of the unpaid work and timekeeping practices, received Plaintiff's complaints, and nevertheless withheld earned wages.

45. Defendants' retaliation, discrimination, and discharge caused Plaintiff to lose earnings, employment benefits, and employment opportunities and to suffer emotional distress. Plaintiff seeks past and future economic losses and noneconomic damages under the causes of action permitting those remedies, in amounts to be proved at trial.

46. Plaintiff is informed and believes that officers, directors, or managing agents of the employing Defendants authorized or ratified the retaliation, discrimination, and discharge with knowledge of the material facts. The managing agents exercised substantial independent authority over policies affecting a significant aspect of their respective employing entities' businesses. Defendants acted with malice or oppression by retaliating against Plaintiff for reporting wage violations and intentionally discriminating against him because of his age. Plaintiff seeks punitive damages under Civil Code section 3294 on the causes of action permitting that relief.

PAGA REPRESENTATIVE ALLEGATIONS

47. Plaintiff seeks civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code section 2699 et seq., on behalf of the State of California, himself, and other Aggrieved Employees. Consistent with the July 23, 2026 PAGA notice, "Aggrieved Employees" means other current and former non-exempt, hourly-paid refrigeration and HVAC technicians and other non-exempt field technicians in Defendants' California refrigeration and maintenance operations who were employed or jointly employed by one or more of the alleged violating Employer Defendants and suffered one or more of the noticed Labor Code violations during the applicable limitations period. For each provision, Plaintiff seeks penalties only on behalf of employees who suffered a violation of that same provision.

48. Plaintiff personally suffered each Labor Code violation asserted under PAGA during the applicable limitations period. Plaintiff's employment ended on July 13, 2026. On information and belief, the noticed policies and practices continued after his discharge and continue to affect other Aggrieved Employees.

49. On information and belief, Defendants maintained or implemented the challenged dispatch, travel, on-call, timekeeping, meal and rest period, reimbursement, and payroll practices through common policies, systems, procedures, and supervisory requirements applicable to Plaintiff and other Aggrieved Employees.

50. On information and belief, the same or substantially similar practices affected approximately fifty-one to one hundred other Aggrieved Employees at Defendants' California locations where those practices were maintained or implemented. Plaintiff's belief is based on shared departmental practices, assignments and on-call rotations, prescribed time-reporting requirements, and coworkers' presence during his complaints. The number and identities of the Aggrieved Employees are within Defendants' records.

51. Plaintiff seeks PAGA civil penalties for the noticed violations occurring within the applicable limitations period, including recoverable continuing violations affecting Aggrieved Employees after his discharge. Plaintiff is informed and believes that Defendants also subjected other Aggrieved Employees who complained about or disclosed the challenged working conditions and practices to threats, discipline, or other retaliatory adverse actions. For retaliation, Plaintiff seeks penalties only on behalf of Aggrieved Employees who suffered violations of the same Labor Code retaliation provisions that Defendants violated against Plaintiff.

FIRST CAUSE OF ACTION

Failure to Pay Minimum and Straight-Time Wages

(Lab. Code §§ 1194, 1197, 1198; IWC Wage Order No. 7-2001; Unpaid Agreed Wages)

(Individual Claim Against All Employer Defendants)

52. Plaintiff incorporates by reference each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

53. Labor Code sections 1194 and 1197 and the applicable Wage Order require payment of at least the applicable minimum wage for every hour worked. Section 1198 prohibits employment under conditions violating the applicable Wage Order. Hours worked include time during which Plaintiff was subject to Defendants' control and time Defendants suffered or permitted

him to work. Defendants also agreed to pay Plaintiff an hourly wage and were obligated to pay that agreed rate for all compensable straight-time hours.

54. Defendants failed to compensate Plaintiff for mandatory dispatch calls, compensable travel and other required work duties, work during recorded unpaid meal periods, pre-shift and post-shift work, working time excluded through rounding, and compensable standby time under Defendants' control. Defendants directed or permitted this work and knew or should have known Plaintiff performed it. Portions of this time were entirely unpaid.

55. Plaintiff seeks unpaid straight-time wages at his agreed hourly rate and unpaid minimum wages, without duplicate recovery for the same hours, in amounts to be proved at trial. For minimum-wage shortfalls, Plaintiff also seeks liquidated damages under Labor Code section 1194.2, subject to its terms. Plaintiff seeks interest on unpaid wages under sections 1194 and 218.6, as applicable, accruing from the dates the wages became due. Plaintiff seeks reasonable attorneys' fees and costs under section 1194 and, to the extent independently applicable to the unpaid agreed-wage claim and not excluded by section 218.5(b), under section 218.5.

SECOND CAUSE OF ACTION

Failure to Pay Overtime and Double-Time Wages

(Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 7-2001)

(Individual Claim Against All Employer Defendants)

56. Plaintiff incorporates by reference each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

57. Labor Code section 510 and the applicable Wage Order require payment of at least one and one-half times the regular rate of pay for hours worked in excess of eight, up to and including twelve, in a workday; hours worked in excess of forty in a workweek; and the first eight hours worked on the seventh consecutive day of work in a workweek. They require payment of at least twice the regular rate for hours worked in excess of twelve in a workday and in excess of eight on that seventh consecutive day. No lawful exemption or valid alternative workweek schedule excused Defendants' failure to pay the overtime and double-time wages alleged herein..

58. Plaintiff regularly worked hours exceeding these daily and weekly thresholds. Defendants excluded compensable working time from his recorded hours and failed to pay all overtime and double-time wages due based on his actual hours worked and applicable regular rate of pay.

59. Plaintiff seeks unpaid overtime and double-time wages under Labor Code sections 510 and 1194 and the applicable Wage Order, interest under sections 1194 and 218.6, and reasonable attorneys' fees and costs under section 1194, in amounts to be proved at trial.

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods and Pay Meal Period Premiums

(Lab. Code §§ 226.7, 512; IWC Wage Order No. 7-2001, § 11)

(Individual Claim Against All Employer Defendants)

60. Plaintiff incorporates by reference each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

61. Labor Code sections 226.7 and 512 and section 11 of the applicable Wage Order require uninterrupted, duty-free thirty-minute meal periods beginning no later than the end of the fifth hour of work on workdays exceeding five hours and the end of the tenth hour on workdays exceeding ten hours, subject to lawful waivers and exceptions.

62. Defendants failed to relieve Plaintiff of all duties and provide a reasonable opportunity to take timely, uninterrupted thirty-minute meal periods. Emergency assignments and excessive workloads required Plaintiff to continue working through meal periods. Defendants also required him to record meal periods he did not take and clock out while continuing to work. No valid waiver or lawful on-duty meal agreement excused the violations alleged herein.

63. Defendants failed to pay Plaintiff one additional hour of pay at his regular rate of compensation for each workday on which they failed to provide a compliant meal period. Plaintiff seeks those premiums under Labor Code section 226.7(c), interest, recoverable costs, and attorneys' fees only to the extent independently authorized by law. Compensation for work performed during recorded unpaid meal periods is separately sought under the wage causes of action.

FOURTH CAUSE OF ACTION

Failure to Authorize and Permit Rest Periods and Pay Rest-Period Premiums

(Lab. Code § 226.7; IWC Wage Order No. 7-2001, § 12)

(Individual Claim Against All Employer Defendants)

64. Plaintiff incorporates by reference each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

65. Labor Code section 226.7 and section 12 of the applicable Wage Order require employers to authorize and permit paid, uninterrupted, duty-free rest periods of a net ten minutes for every four hours worked or major fraction thereof, insofar as practicable in the middle of each work period. Employers may not require employees to work during those periods.

66. Defendants failed to authorize and permit Plaintiff to take the required rest periods. Service demands, extended assignments, travel requirements, and inadequate coverage prevented Plaintiff from taking duty-free rest periods, including additional rest periods required on extended workdays.

67. Defendants failed to pay Plaintiff one additional hour of pay at his regular rate of compensation for each workday on which they failed to authorize and permit compliant rest periods. Plaintiff seeks those premiums under Labor Code section 226.7(c), interest, recoverable costs, and attorneys' fees only to the extent independently authorized by law. Plaintiff seeks one rest-period premium per affected workday, separate from any meal-period premium owed for that day.

FIFTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

(Lab. Code §§ 226(a), 226(e))

(Individual Claim Against All Employer Defendants)

68. Plaintiff incorporates by reference each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

69. Defendants furnished wage statements that inaccurately reported gross wages earned, total hours worked, net wages earned, and applicable hourly rates and corresponding hours, in violation of Labor Code section 226(a)(1), (2), (5), and (9).

70. Defendants' failures were knowing and intentional. Managers required inaccurate meal reporting, excluded working time, threatened discipline for accurate reporting, and continued these practices after Plaintiff complained. Plaintiff suffered injury because he could not promptly and easily determine his actual hours worked and corresponding hours at each applicable rate from the statements alone. He had to reconstruct omitted working time using other records and information.

71. Plaintiff seeks the greater of actual damages or statutory penalties under Labor Code section 226(e)(1): $50 for the initial violating pay period and $100 for each subsequent violating pay period, subject to the $4,000 aggregate statutory-penalty cap, together with reasonable attorneys' fees and costs.

SIXTH CAUSE OF ACTION

Failure to Reimburse Necessary Business Expenses

(Lab. Code §§ 2802, 2804; IWC Wage Order No. 7-2001, § 9)

(Individual Claim Against All Employer Defendants)

72. Plaintiff incorporates by reference each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

73. Labor Code section 2802 requires employers to reimburse necessary expenditures or losses incurred in performing employment duties or obeying employer directions. Section 2804 prohibits agreements waiving those protections. Section 9 of the applicable Wage Order governs employer-required uniforms, tools, and equipment, subject to its requirements and exceptions.

74. Defendants required Plaintiff to purchase tools, work boots, and work pants to perform his refrigeration and HVAC duties. Defendants knew or should have known he incurred these expenses but failed to reimburse the necessary expenditures they were legally obligated to bear.

75. Plaintiff seeks reimbursement in an amount to be proved at trial, interest from the date each reimbursable expenditure was incurred under Labor Code section 2802(b), and reasonable attorneys' fees and costs under section 2802(c).

SEVENTH CAUSE OF ACTION

Failure to Pay All Wages Due Upon Discharge

(Lab. Code §§ 201, 203)

(Individual Claim Against All Employer Defendants)

76. Plaintiff incorporates by reference each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

77. Labor Code section 201 required Defendants to pay all earned and unpaid wages immediately upon Plaintiff's discharge on July 13, 2026. Defendants failed to do so and instead promised a later deposit. Outstanding wages included unpaid straight-time, overtime, and double-time compensation and meal- and rest-period premiums.

78. Defendants' failure to pay was willful. They knew of Plaintiff's work and the required timekeeping practices, received his complaints, and nevertheless failed to pay all earned wages. Plaintiff neither avoided payment nor refused a full tender.

79. Plaintiff seeks waiting-time penalties under Labor Code section 203 at his applicable daily wage rate from the date final wages became due until payment or commencement of this action, whichever occurred first, up to thirty days. Plaintiff also seeks outstanding wages without duplicate recovery, interest on unpaid wages as authorized by law, recoverable costs, and attorneys' fees only to the extent independently authorized by an applicable statute.

EIGHTH CAUSE OF ACTION

Retaliation for Complaints About Unpaid Wages and Labor Code Rights

(Lab. Code § 98.6)

(Individual Claim Against All Employer Defendants)

80. Plaintiff incorporates by reference each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

81. Labor Code section 98.6 prohibits discharge and other adverse action because an employee makes oral or written complaints about unpaid wages or exercises Labor Code rights on behalf of himself or others. Plaintiff engaged in activity protected by Labor Code section 98.6 by making oral complaints about unpaid wages, overtime, missed meal and rest periods, and inaccurate timekeeping, as described above.

82. Defendants knew of these complaints through Plaintiff's supervisory and human resources personnel. They dismissed his concerns, threatened or imposed discipline for accurate time reporting, questioned whether he would involve others, and discharged him on July 13, 2026. Plaintiff's protected complaints were a motivating reason for these adverse actions.

83. Defendants discharged Plaintiff within ninety days of his protected wage complaints. Plaintiff therefore invokes the rebuttable presumption under Labor Code section 98.6(b)(1).

84. Plaintiff seeks lost wages and work benefits under Labor Code section 98.6(b)(1), civil penalties up to $10,000 per employee for each violation under section 98.6(b)(3), punitive damages under Civil Code section 3294 where authorized, and attorneys' fees, costs, and other relief as permitted by law.

NINTH CAUSE OF ACTION

Whistleblower Retaliation

(Lab. Code §§ 1102.5(b), 1102.6)

(Individual Claim Against All Employer Defendants)

85. Plaintiff incorporates by reference each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

86. Labor Code section 1102.5(b) protects employees who disclose reasonably suspected legal violations to persons with authority over them or authority to investigate, discover, or correct the violations. Internal disclosures remain protected even when the recipient already knows of the reported practices.

87. Plaintiff reported unpaid work and overtime, inaccurate time and meal records, and denied meal and rest periods to Hector Camacho, Paul Herman, and Rudy Alvarez, who had the requisite authority. Plaintiff reasonably believed these practices violated Labor Code sections 510, 1194, 1197, 1198, 226.7, 512, 226, and 1174(d), and the applicable Wage Order.

88. Defendants knew of Plaintiff's disclosures and retaliated by threatening or imposing discipline for accurate time reporting and terminating his employment. His protected disclosures were a contributing factor in these adverse actions. Under Labor Code section 1102.6, once Plaintiff establishes that contribution by a preponderance of the evidence, Defendants must prove by clear and convincing evidence that they would have taken the same actions for legitimate, independent reasons absent his protected conduct.

89. Plaintiff seeks past and future lost earnings and benefits, other economic losses, emotional-distress damages, appropriate equitable relief, and punitive damages upon satisfaction of Civil Code section 3294. He also seeks a civil penalty up to $10,000 for each proven violation under Labor Code section 1102.5(f)(1), reasonable attorneys' fees under section 1102.5(j), and recoverable costs, without duplicate recovery.

TENTH CAUSE OF ACTION

Retaliation for Disclosing Working Conditions

(Lab. Code §§ 232.5(c), 98.6)

(Individual Claim Against All Employer Defendants)

90. Plaintiff incorporates by reference each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

91. Labor Code section 232.5(c) prohibits discharging, formally disciplining, or otherwise discriminating against an employee for disclosing information about the employer's working conditions. Section 98.6 protects employees from retaliation for exercising their Labor Code rights.

92. Plaintiff disclosed excessive hours, denied breaks, unpaid work, and inaccurate timekeeping to management and in the presence of coworkers. These disclosures concerned working conditions.

93. Defendants knew of Plaintiff's disclosures, questioned whether he intended to involve a union or other employees, and retaliated by threatening or imposing discipline and discharging him. Plaintiff's disclosure of working conditions was a motivating reason for these adverse actions.

94. 94. Plaintiff seeks lost wages and employment benefits, civil penalties under Labor Code section 98.6(b)(3) where recoverable, and other relief authorized by law.

ELEVENTH CAUSE OF ACTION

Age Discrimination

(Gov. Code § 12940(a))

(Individual Claim Against All Employer Defendants)

95. Plaintiff incorporates by reference each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

96. Government Code section 12940(a) prohibits an employer from discharging or otherwise discriminating against an employee because of age. Plaintiff was over forty, was qualified to perform his position, and had performed his technician duties for approximately five years.

97. Defendants knew Plaintiff's age. His supervisor, Hector Camacho, made the age-related remarks described above, linking Plaintiff's ability to handle the workload to his age. Plaintiff is informed and believes that Camacho participated in or influenced the decision to discharge him. Defendants terminated Plaintiff on July 13, 2026, and his age was a substantial motivating reason for that decision.

98. Camacho's age-related remarks concerned Plaintiff's ability to perform his work and occurred shortly before his discharge. Those remarks, management's handling of the corrected time entry, and the other circumstances alleged support Plaintiff's allegation that Defendants' stated reason was pretextual and that age discrimination substantially motivated his discharge.

99. Defendants' discrimination caused Plaintiff to suffer past and future lost earnings and benefits, other economic losses, and emotional distress. Plaintiff seeks compensatory damages, appropriate equitable relief, punitive damages upon satisfaction of Civil Code section 3294, and reasonable attorneys' fees and costs under Government Code section 12965(c)(6).

TWELFTH CAUSE OF ACTION

Failure to Prevent Age Discrimination

(Gov. Code § 12940(k))

(Individual Claim Against All Employer Defendants)

100. Plaintiff incorporates by reference each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

101. Government Code section 12940(k) required Defendants to take all reasonable steps necessary to prevent discrimination. Plaintiff suffered the age discrimination alleged in the Eleventh Cause of Action.

102. Plaintiff is informed and believes that Defendants failed to take reasonable preventive steps, including adequately training and supervising personnel involved in employment decisions and implementing an effective review process to prevent age bias from influencing termination decisions.

103. These failures allowed Camacho's age bias to affect the decision to terminate Plaintiff.

104. Defendants' failure to prevent age discrimination was a substantial factor in causing Plaintiff's lost earnings and benefits, other economic losses, and emotional distress. Plaintiff seeks compensatory damages, appropriate equitable relief, punitive damages upon satisfaction of Civil Code section 3294, and reasonable attorneys' fees and costs under Government Code section 12965(c)(6).

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THIRTEENTH CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(Common law)

(Individual Claim Against All Employer Defendants)

105. Plaintiff incorporates by reference each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

106. Defendants employed Plaintiff and terminated his employment on or about July 13, 2026. California's fundamental public policies protect employees' rights to lawful wages, meal and rest periods, accurate employment records, disclosure of unlawful working conditions, and freedom from age discrimination and retaliation.

107. These policies are expressed in Labor Code sections 98.6, 1102.5, 232.5, 510, 1194, 1197, 1198, 226.7, 512, and 1174(d), and Government Code section 12940(a). They benefit the public, are fundamental and substantial, and were well established when Defendants discharged Plaintiff.

108. Plaintiff's protected complaints and disclosures and his age were substantial motivating reasons for his discharge. Defendants thereby violated the identified public policies, and their wrongful termination was a substantial factor in causing Plaintiff's harm.

109. Plaintiff seeks past and future lost earnings and benefits, other economic losses, emotional-distress damages, punitive damages upon satisfaction of Civil Code section 3294, recoverable costs, and other relief authorized by law.

FOURTEENTH CAUSE OF ACTION

Unfair Business Practices

(Bus. & Prof. Code § 17200 et seq.)

(Individual Claim Against All Employer Defendants)

110. Plaintiff incorporates by reference each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

111. Business and Professions Code section 17200 prohibits unlawful and unfair business practices. Defendants engaged in unlawful business practices by failing to pay earned wages and meal and rest period premiums, failing to reimburse necessary business expenses, and maintaining inaccurate time records and wage statements, in violation of the Labor Code and applicable Wage Order provisions alleged above.

112. These practices were also unfair because they deprived employees of earned compensation, shifted expenses Defendants were legally required to bear to employees, and gave Defendants an economic advantage over employers that complied with California's wage and reimbursement laws.

113. Plaintiff suffered injury in fact and lost money as a result of these practices, including unpaid wages and premiums and unreimbursed necessary business expenses. Plaintiff therefore has standing under Business and Professions Code section 17204.

114. Plaintiff seeks restitution under Business and Professions Code section 17203 of unpaid earned wages, meal and rest period premiums, and other amounts constituting money or property in which he has a vested ownership interest, for the four-year period preceding the filing of this action under section 17208, subject to any applicable tolling. Plaintiff seeks no duplicate recovery, damages, or statutory penalties under this cause of action. He also seeks costs and reasonable attorneys' fees under Code of Civil Procedure section 1021.5 to the extent its requirements are satisfied.

FIFTEENTH CAUSE OF ACTION

Representative Action for Civil Penalties Under PAGA

(Lab. Code § 2699 et seq.)

(Representative Claim Against All Noticed Employer Defendants)

115. Plaintiff incorporates by reference each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

116. Plaintiff brings this representative action under Labor Code section 2699(a) and (f) on behalf of the State of California, himself, and the other Aggrieved Employees defined above.

Plaintiff personally suffered each predicate violation asserted under this cause of action within the applicable limitations period, accounting for statutory tolling under section 2699.3(e), and is an aggrieved employee under section 2699(c)(1). Plaintiff provided the July 23, 2026 PAGA notice and satisfied the applicable requirements of section 2699.3 as alleged above. This claim is brought against each noticed employer responsible for the violations and is based on the employee group, facts, and theories identified in that notice.

117. Defendants committed the following noticed violations against Plaintiff and, on information and belief, other Aggrieved Employees:

a. Failure to pay overtime and double-time wages, in violation of Labor Code sections 510, 1194, and 1198 and the applicable Wage Order;

b. Failure to pay minimum wages for all compensable working time, including unpaid active work and compensable controlled standby time, in violation of sections 1194, 1197, and 1198 and the applicable Wage Order;

c. Failure to provide compliant meal periods and pay required meal period premiums, in violation of sections 226.7 and 512 and the applicable Wage Order;

d. Failure to authorize and permit compliant rest periods and pay required rest period premiums, in violation of section 226.7 and the applicable Wage Order;

e. Failure to reimburse necessary business expenses, in violation of section 2802;

f. Failure to maintain accurate and complete records of hours worked and wages paid, in violation of section 1174(d);

g. Failure to furnish accurate itemized wage statements, in violation of section 226(a)(1), (2), (5), and (9);

h. Failure to timely pay earned wages during employment, including agreed straight-time wages, overtime, double time, and meal and rest period premiums, in violation of section 204;

i. Failure to pay all earned and unpaid wages immediately upon discharge, in violation of section 201; and

j. Retaliation for wage complaints, whistleblower disclosures, and disclosures of working conditions, in violation of sections 98.6(a), 1102.5(b), and 232.5(c).

118. These violations arose from Defendants' exclusion of mandatory dispatch calls, compensable travel, other required work duties, compensable controlled standby time, work during recorded meal periods, and other working time; rounding that reduced credited hours; required meal entries that did not reflect actual breaks; failure to provide required meal and rest periods or pay premiums; failure to reimburse necessary business expenses; inaccurate time records and wage statements; untimely payment of earned wages; and retaliation for complaints and disclosures. On information and belief, the same or substantially similar practices affected other Aggrieved Employees and continue to affect current employees after Plaintiff's discharge. Defendants also subjected other Aggrieved Employees who complained about or disclosed these practices to threats, discipline, or other retaliatory adverse actions. For each Labor Code provision, Plaintiff seeks penalties only on behalf of employees who suffered a violation of that same provision.

119. Plaintiff seeks the applicable civil penalties under Labor Code section 558(a)(1) and (2) for overtime, meal period, rest period, and other qualifying hours-of-work violations; section 1197.1(a)(1) and (2) for minimum-wage violations; section 1174.5 for willful recordkeeping violations; and section 210(a) for violations of section 204. Plaintiff also seeks penalties under sections 98.6(b)(3) and 1102.5(f)(1) to the extent recoverable through PAGA. For violations without a specifically provided civil penalty, including violations of sections 2802 and 232.5(c), Plaintiff seeks penalties under section 2699(f). For wage-statement violations, Plaintiff seeks the applicable penalties under section 2699(f), or alternatively section 226.3 if its requirements concerning failure to furnish statements or maintain required records are established. Alternative penalty theories do not seek duplicate penalties for the same violation.

120. Defendants' wage-statement violations were knowing and intentional, their recordkeeping violations were willful, and their failure to timely pay wages under section 204 was willful and intentional. Managers directed the exclusion of working time and inaccurate meal reporting, threatened discipline for accurate reporting, and continued the challenged practices after

Plaintiff complained. Plaintiff seeks enhanced default penalties under section 2699(f)(2)(B)(ii) based on the alleged malicious, fraudulent, or oppressive conduct, subject to the required court determination.

121. Plaintiff seeks penalties for noticed violations within the applicable limitations period, including recoverable continuing violations affecting Aggrieved Employees after his discharge. All penalties are subject to section 2699(i), the applicable cure and reasonable-steps provisions of sections 2699(d), (g), (h), and (j) and 2699.3, the weekly-pay-period adjustment under section 2699(o), and other applicable statutory limits. Plaintiff does not seek additional PAGA penalties for final-pay violations where section 2699(i) prohibits their collection in addition to penalties for the underlying unpaid-wage violation.

122. Plaintiff seeks only the civil-penalty components of sections 558 and 1197.1 through this cause of action. Unpaid wages, liquidated damages, and individual waiting-time penalties under section 203 are sought through his individual claims. Plaintiff does not seek duplicate recovery of individual and PAGA penalties for the same violation, including any duplication prohibited by section 210(c).

123. Plaintiff seeks recoverable PAGA civil penalties in an amount to be proved, distributed sixty-five percent to the Labor and Workforce Development Agency and thirty-five percent to the Aggrieved Employees under section 2699(m), together with reasonable attorneys' fees and costs under section 2699(k)(1). Plaintiff also seeks appropriate injunctive relief against continuing noticed violations under sections 2699(e)(1) and (k)(1). Plaintiff will comply with the complaint, settlement, judgment, and order submission requirements of section 2699(s), including court approval of any PAGA settlement.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against each Defendant liable under the applicable cause of action as follows:

1. For unpaid agreed straight-time wages, minimum wages, overtime and double-time wages, and meal and rest period premium wages, in amounts to be proved;

2. For liquidated damages on unpaid minimum wages under Labor Code section 1194.2;
3. For reimbursement of necessary business expenses under Labor Code section 2802, together with interest from the date each reimbursable expenditure was incurred under section 2802(b);
4. For the greater of actual damages or statutory penalties under Labor Code section 226(e), subject to its statutory requirements and limits;
5. For waiting-time penalties under Labor Code section 203 for willful nonpayment of final wages, up to the statutory maximum of thirty days;
6. For lost past and future earnings and employment benefits, other economic damages, emotional-distress damages, and other noneconomic damages under the individual causes of action authorizing those remedies;
7. For appropriate equitable relief under the individual retaliation and FEHA causes of action, to the extent authorized;
8. For individual civil penalties under Labor Code sections 98.6(b)(3) and 1102.5(f)(1), subject to proof;
9. For punitive damages under Civil Code section 3294 on the individual retaliation, FEHA, and wrongful-termination causes of action permitting that relief;
10. For restitution under Business and Professions Code section 17203 of unpaid earned wages, meal and rest period premiums, and other recoverable money or property in which Plaintiff has a vested ownership interest;
11. For PAGA civil penalties under Labor Code section 2699(a) and (f) and the applicable specific civil-penalty provisions alleged herein, subject to statutory limitations and distributed sixty-five percent to the Labor and Workforce Development Agency and thirty-five percent to the Aggrieved Employees under section 2699(m);
12. For appropriate injunctive relief against continuing noticed violations under Labor Code section 2699(e)(1) and (k)(1);

13. For prejudgment and postjudgment interest as authorized by law, including interest under Labor Code sections 218.6, 1194, 1194.2, and 2802(b), where applicable;

14. For reasonable attorneys' fees and costs under Labor Code sections 1194, 218.5 to the extent applicable, 226(e)(1), 2802(c), 1102.5(j), and 2699(k)(1); reasonable attorneys' fees and costs, including expert witness fees, under Government Code section 12965(c)(6); attorneys' fees under Code of Civil Procedure section 1021.5 if its requirements are satisfied; and other applicable law; and

15. For such other and further relief as the Court deems just and proper, without duplicate recovery for the same wages or injuries or any prohibited duplication of penalties.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury of all causes of action and issues triable by jury.

Dated: October 15, 2026

THE JHP FIRM, APC

By: _____

Armig Khodanian, Esq.
Attorneys for Plaintiff,
ARTHUR GARCIA

Exhibit "A"

STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR

Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

October 8, 2026

armig khodanian
507 North Central Ave., #2A
Glendale, CA 91203

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202610-37673508
Right to Sue: Garcia / ALBERTSON'S LLC et al.

Dear armig khodanian:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department

STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR

Civil Rights Department
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1-800-884-1684 (voice) | California's Relay Service at 711
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October 8, 2026

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202610-37673508
Right to Sue: Garcia / ALBERTSON'S LLC et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department

STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR

Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

October 8, 2026

Arthur Garcia
507 North Central Ave., #2A
Glendale, 91203

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202610-37673508
Right to Sue: Garcia / ALBERTSON'S LLC et al.

Dear Arthur Garcia:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective October 8, 2026 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

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After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)

In the Matter of the Complaint of
Arthur Garcia CRD No. 202610-37673508
Complainant,
vs.

ALBERTSON'S LLC
,

ALBERTSONS COMPANIES, INC.
,

SAFEWAY INC.
,

Respondents

---

1. Respondent **ALBERTSON'S LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2.Complainant is naming **ALBERTSONS COMPANIES, INC.** business as Co-Respondent(s).
Complainant is naming **SAFEWAY INC.** business as Co-Respondent(s).

3. Complainant **Arthur Garcia**, resides in the City of **Glendale,** State of **.**

4. Complainant alleges that on or about **July 13, 2026**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's age (40 and over) and as a result of the discrimination was terminated, reprimanded.

Additional Complaint Details: Claimant believes his age was a substantial motivating reason for his termination. He was over forty years old and had worked as a refrigeration and HVAC technician for Respondents for approximately five years. On or about June 15, 2026, his supervisor, Hector Camacho, stated, "If you were a little younger, you wouldn't be crying about this," referring to his concerns about the workload. Claimant believes Camacho participated in or influenced the decision to terminate him on July 13, 2026. The age-related

Date Filed: October 8, 2026

remarks shortly before Claimant's termination support his belief that the stated reason was a pretext for age discrimination. He also believes his employer failed to take reasonable steps to prevent age discrimination from affecting the termination decision.

Date Filed: October 8, 2026

VERIFICATION

I, **Armig Khodanian**, am the **Attorney** in the above-entitled complaint. I have read the foregoing complaint and know the contents thereof. The matters alleged are based on information and belief, which I believe to be true. The matters alleged are based on information and belief, which I believe to be true.

On October 8, 2026, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Glendale, CA

Date Filed: October 8, 2026