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FILED
Superior Court of California
County of Los Angeles
11/14/2024

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**

RICARDO PADILLA, an individual and on
behalf of all others similarly situated;

Plaintiff,

vs.

SF MARKETS, LLC, a Delaware limited
liability company; and DOES 1 through 50,

Defendants.

Case No.: 24STCV23130

**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 RICARDO PADILLA (“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 SF MARKETS, LLC, a Delaware limited liability company, and
4 DOES 1 to 50 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 246, 2698, *et seq.*, and Industrial Welfare
9 Commission (“IWC”) Wage Order 7-2001 (“Wage Order 7”), in addition to seeking injunctive
10 relief, declaratory relief, and restitution. This Complaint is brought pursuant to California Code of
11 Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the Labor Code
12 because the amount in controversy 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 Business and Professions Code § 17200, *et*
23 *seq.*, Labor Code §§ 201-204, 226, 246, 2698, *et seq.*, and 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.

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

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

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

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

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

26 **FACTUAL ALLEGATIONS**

27 10. Defendants own and operate a chain of supermarets in California under the
28 tradename Sprouts Farmers Market. Defendants employed Plaintiff as an hourly-paid, non-exempt

1 employee from approximately October 2022 to approximately July 2024 as a produce clerk at
2 Defendant's supermarket in Palmdale, California.

3 11. Upon information and belief, Defendants violated Labor Code § 246 by failing to
4 incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift
5 differentials, into the paid sick leave pay rate.

6 12. As a result of Defendants' failure to pay all sick leave wages, and unlawful
7 timekeeping and payroll practices as alleged above, Defendants maintained inaccurate payroll
8 records and issued inaccurate wage statements to Plaintiff and other non-exempt employees. As a
9 further result of Defendants' failure to pay all sick leave wages, Defendants failed to timely pay all
10 final wages to Plaintiff and other former non-exempt employees upon their separation of
11 employment from Defendants.

12 **CLASS ACTION ALLEGATIONS**

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

15 a. Wage Statement Class: All current and former non-exempt employees of Defendants
16 in the State of California who received a wage statement showing incentive
17 compensation and paid sick leave, during the one year immediately preceding the
18 filing of this action through the present.

19 b. Waiting Time Penalty Class: All of Defendants' formerly employed employees who
20 received incentive compensation and paid sick leave during the same workweek
21 and/or pay period, during the three years immediately preceding the filing of this
22 action through the present.

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

28 ///

1 **15. Common Questions of Law and Fact Predominate/Well-Defined Community of**

2 **Interest:** There are predominant common questions of law and fact as to Plaintiff and members of
3 the Classes, which predominate over questions affecting only individual members including,
4 without limitation to:

- 5 a. Whether Defendants furnished legally compliant wage statements to members of the
6 Wage Statement Class pursuant to Labor Code § 226; and
7 b. Whether Defendants timely paid all final wages to members of the Waiting Time
8 Class at the time of their separation of employment pursuant to Labor Code §§ 201
9 and 202.

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

14 **16. Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
15 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
16 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
17 Plaintiff, like the members of the Classes, was not paid all final wages upon separation of
18 employment and not provided with accurate, compliant, itemized wage statements.

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

25 **18. Superiority:** The Labor Code is broadly remedial in nature and serves an important
26 public interest in establishing minimum working conditions and standards in California. These laws
27 and labor standards protect the average working employee from exploitation by employers who
28 have the responsibility to follow the laws and who may seek to take advantage of superior economic

1 and bargaining power in setting onerous terms and conditions of employment. The nature of this
2 action and the format of laws available to Plaintiff and members of the Classes make the class
3 action format a particularly efficient and appropriate procedure to redress the violations alleged
4 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
5 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
6 resources of each individual plaintiff with their vastly superior financial and legal resources.

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

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

21 **FIRST CAUSE OF ACTION**

22 **WAGE STATEMENT PENALTIES**

23 **(Against All Defendants)**

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

26 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
28 and members of the Wage Statement Class with accurate and complete, itemized wage statements

1 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
2 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
3 period, and/or the correct name and address of the legal entity that is the employer in violation of
4 Labor Code § 226.

5 23. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
6 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
7 to, among other things, the non-payment of sick leave wages owed and deprived them of the
8 information necessary to identify the discrepancies in Defendants' reported payroll data.

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

12 **SECOND CAUSE OF ACTION**

13 **WAITING TIME PENALTIES**

14 **(Against All Defendants)**

15 25. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
16 fully set forth herein.

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

23 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
24 to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their
25 separation from employment, including unpaid sick leave wages.

26 28. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
27 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of
28 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to

the requirements of Labor Code §§ 201-202.

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

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

THIRD CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

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

32. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved Employees”), brings this representative action against Defendants to recover the civil penalties due to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: \$100 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

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

1 calendar month in violation of Labor Code § 204; and

2 e. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
3 of Labor Code §§ 1174 and 1198.

4 33. On or about September 9, 2024, Plaintiff notified Defendants via certified mail, and
5 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
6 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
7 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the
8 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
9 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
10 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
11 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
12 with respect to these violations.

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

15 **PRAYER FOR RELIEF**

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

- 18 1. For an order certifying the proposed Classes;
- 19 2. For an order appointing Plaintiff as representative of the Classes;
- 20 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 21 4. Upon the First Cause of Action, for statutory penalties pursuant to Labor Code §
22 226;
- 23 5. Upon the Second Cause of Action, for statutory penalties pursuant to Labor Code §
24 203;
- 25 6. Upon the Third Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
26 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
27 2699(a) and (f) including, but not limited to: \$100.00 for each initial violation and \$200 for each
28 subsequent violation per employee per pay period for those violations of the Labor Code for which

1 no civil penalty is specifically provided;

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

4 8. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
5 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

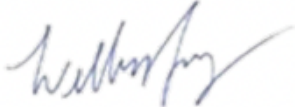
6 9. For such other and further relief, the Court may deem just and proper.

7 **DEMAND FOR JURY TRIAL**

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

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10 DATED: November 14, 2024

JUSTICE FOR WORKERS, P.C.

11
12 By: 

13 William C. Sung

14 Tiffany L. Luu

15 Attorneys for Plaintiff RICARDO PADILLA
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