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Via Online Submission

Labor and Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, CA 95814

Via Certified U.S. Mail

SF Markets, LLC dba Sprouts Farmers Markets

5455 E High Street, Suite 111

Phoenix, Arizona 85054

RE: Hawkes v. SF Markets LLC.

To Whom It May Concern:

This office represents Anne Hawkes (herein referred to “Complainant” or “Ms. Hawkes”) and a proposed group of former and current employees who intend to file a cause of action under the Private Attorneys General Act, Cal. Labor Code §2699 *et seq.* (“PAGA”) against SF Markets, LLC dba Sprouts Farmers Markets (“Respondent” or “Sprouts”) for violations of the California Labor Code §§ 98.6, 201, 203, 204, 204b, 226, 1102.5, 1194, 1198, 1198.5, and IWC Wage Order No. 7-2001. Ms. Hawkes wishes to bring a representative action on behalf of herself and the State of California as well as the following groups of aggrieved employees:

- (a) all individuals who are or were employed by SF Markets, LLC dba Sprouts Farmers Markets in California as hourly, non-exempt employees, from one year prior to the date of this letter and continuing into the present (hereinafter referred to as “all aggrieved employees”).

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* Set forth herein are some of the facts and theories of California Labor Code violations which we allege Respondent engaged in with respect to Ms. Hawkes and all aggrieved employees.

I. FACTUAL BACKGROUND

Ms. Anne Hawkes is a dedicated employee with over 10 years of experience in the retail industry. On or about February 2017, Sprouts, a grocery supermarket, hired Ms. Hawkes to work in the Deli Department. Ms. Hawkes maintained her role within the Deli Department until her wrongful termination on November 1, 2019. Prior to starting her position in the Sprouts’ Deli Department, she never received training. On information and belief, all aggrieved employees did not receive any training either.

On or about July 9, 2018, Ms. Hawkes [REDACTED]. Sprouts instructed Ms. Hawkes to seek medical treatment from its workers compensation doctors, stating any treatment from medical providers outside of the Sprouts network would not be covered. Thereafter, Ms. Hawkes complied and sought treatment through a Sprouts physician, who [REDACTED]. Shortly thereafter, Ms. Hawkes sought treatment from her own physician who [REDACTED].

On or about October 15, 2018 through December 12, 2018, Ms. Hawkes’ doctor placed her on a modified light work duty status. Upon her return to work, Ms. Hawkes suffered retaliation and discrimination as a result of her disability and need for accommodations. Throughout the modified work status period, Ms. Hawkes was instructed to perform duties outside of her doctor-prescribed limitations. When Ms. Hawkes informed her supervisor and coworkers that she could not complete certain

tasks, she was met with further retaliation. On information and belief, Sprouts' supervisors similarly harassed and discriminated against all aggrieved employees and retaliated against them for engaging in protected activities.

While on modified work status, Ms. Hawkes was followed around in a harassing manner by store manager Kim Schmidt, who criticized her every move and routinely made harassing statements throughout the work day. Ms. Hawkes felt targeted and because of her modified work duty status and physical limitations. Thereafter, Ms. Hawkes submitted a complaint to Sprouts' Human Resource Department (HR) Representative detailing the discriminatory and retaliatory treatment. Sprouts did not take any action against Ms. Schmidt. Instead, Ms. Hawkes' supervisors, Ms. Schmidt and Mr. Goulding further retaliated against her and forced her to sign a newly drafted policy provision which pertained to employees on modified work duty. On information and belief, Respondent's supervisors similarly harassed, discriminated, and retaliated against all aggrieved employees for their protected activities.

Thereafter, Ms. Hawkes submitted a second complaint to HR Representative detailing her supervisors' retaliation and ongoing discrimination, giving a detailed account of her meeting with Mr. Goulding and Ms. Schmidt and her coerced signature on the new policy provision. In response, a Sprouts HR representative arrived to the store location to meet with Ms. Schmidt and Mr. Goulding to discuss Ms. Hawkes' complaints. Following this meeting, Ms. Schmidt continued the harsh bullying and discriminatory treatment.

On or about December 12, 2018, Ms. Hawkes [REDACTED]. Following the surgery, Ms. Hawkes took approximately six (6) to eight (8) weeks off from work to recover.

On or about May 5, 2019, Ms. Hawkes underwent a [REDACTED]. After the surgery, on or about September 2, 2019, Ms. Hawkes returned to work on modified work status. Upon her return, Sprouts placed Ms. Hawkes in the Deli Department to resume the same position she had held prior to her injury. Ms. Hawkes was concerned and apprehensive to resume the position, as the duties required the lifting and carrying of equipment in excess of her doctor's recommended weight lifting restrictions and modified work duty limitations. Thereafter, while handling heavy equipment in the Deli Department, Ms. Hawkes injured her disabled hand. Ms. Hawkes sought immediate medical treatment. Upon

review, Ms. Hawkes' physician recommended her as a [REDACTED] [REDACTED] referencing manual labor as the cause of her injury.

On or about October 1, 2019 through November 2019, Ms. Hawkes left work to [REDACTED]. At the time Ms. Hawkes went on medical leave, she was not paid for the week she worked in September 2019 before she went on leave due to her workplace injury. On information and belief, Sprouts' similarly failed to pay all aggrieved employees for all hours worked.

On or about October 5, 2019, while Ms. Hawkes was out on medical leave and buying groceries, her Sprouts employee discount card failed to work. Ms. Hawkes called HR to report the issue. HR informed Ms. Hawkes that the card should have worked. Once again, on or about November 15, 2019, when Ms. Hawkes' called HR to report that her Sprouts employee discount card failed to work, HR informed Ms. Hawkes that she had been terminated from her employment with Sprouts. Ms. Hawkes was shocked, as no one from Sprouts had informed her of her termination. Shortly thereafter, Ms. Hawkes received termination documents from Sprouts, which stated November 1, 2019 as her termination date. Ms. Hawkes is informed and believes that all aggrieved employees were similarly terminated by Respondent for engaging in protected activities, including, making complaints of discrimination, harassment and retaliation by Sprouts' supervisors and managers and/or requesting accommodations.

Additionally, Respondent failed to pay Ms. Hawkes wages for the hours worked and that were due and payable to her at the time of termination. Ms. Hawkes is informed and believes that Respondent similarly failed to pay all wages due and payable to all aggrieved employees or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter.

When Ms. Hawkes followed up with Respondent regarding payment of her wages due to her since September 2019, Sprouts stated that Respondent had lost her time card. To date, not only has Respondent failed to pay Complainant for wages earned, they have also failed to provide her itemized wage statements for that pay period. On information and belief, Respondent have similarly lost time cards of all aggrieved employees and also failed to provide all aggrieved employees accurate itemized wage statements for each pay period.

On or about February 20, 2020, Complainant made a written request for copies of her personnel file and payroll records. To date, Respondent has not

produced either. On information and belief, Respondent has failed to produce or failed to timely produce copies of personnel files and payroll records of all aggrieved employees upon request.

II. LIABILITY

A. Violation of Cal. Labor Code §§ 204 and 204b for Failure to Pay Timely Wages

Labor Code § 204 expressly requires that “[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Pursuant to Labor Code § 204(d), these requirements are “deemed satisfied by the payment of wages for weekly, biweekly or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Similarly, Labor performed by a weekly-paid employee during any calendar week and prior to or on the regular payday shall be paid for not later than the regular payday of the employer for such weekly-paid employee falling during the following calendar week.¹ Labor performed by a weekly-paid employee during any calendar week and subsequent to the regular payday shall be paid for not later than seven days after the regular payday of the employer for such weekly-paid employee falling during the following calendar week.²

As alleged above, Ms. Hawkes and all aggrieved employees did not receive paychecks for wages earned for all work performed by them, and in some cases, Respondent has delayed payment of unpaid wages to date. Thus, Respondent failed to comply with the provisions of Cal. Labor Code §§ 204 and 204b and is therefore liable to pay civil penalties pursuant to Cal. Labor Code 210 for each initial and subsequent violation of Cal. Labor Code §§ 204 and 204b.

Pursuant to Cal. Labor Code §210, in addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in, *inter alia*, §§204 and 204b shall be subject to a civil penalty of one hundred dollars (\$100) for each failure to pay each

¹ Cal. Labor Code § 204b.

² *Id.*

employee for any initial violation and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld for each subsequent violation, or any willful or intentional violation.³ Ms. Hawkes will seek to recover civil penalties pursuant to this section on behalf of herself and all aggrieved employees through PAGA.

B. Violation of Cal. Labor Code § 201 and 203 for Failure to Pay Wages

Pursuant to Cal. Labor Code § 201(a), if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.⁴ Further, Cal. Labor Code §203(a) provides that if an employer willfully fails to pay, without abatement or reduction, any wages of an employee who is discharged, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.⁵ The Supreme Court of California in *McLean v. State of California*⁶ held as follows: “An ‘employer’ that ‘willfully fails to pay’ in accordance with §§201 and 202 ‘any wages of an employee who is discharged or who quits’ is subject to so-called waiting-time penalties of up to 30 days’ wages.”

Respondent is liable for failure to pay all unpaid wages due and payable to complainant and all aggrieved employees in violation of Cal. Labor Code §§ 201 and 203. In this case, when Respondent terminated Ms. Hawkes and any aggrieved employee’s employment, all unpaid wages with respect to their unpaid work became due and payable immediately. Ms. Hawkes and aggrieved employees were not paid the wages due and payable to them by Respondent at the time of their termination, or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter. These wages remain due and unpaid to date.

Pursuant to Cal. Labor Code 203(a), Ms. Hawkes and all aggrieved employees are entitled to a statutory penalty of 30 days’ pay for Respondent’s

3 Cal. Labor Code § 210.

4 Cal. Labor Code § 201.

5 Cal. Labor Code § 203.

6 (2016) 1 Cal. 5th 615, 619.

failure to pay all earned unpaid wages in violation of Cal. Labor Code §201. In addition to the above, Complainant will also seek to recover all unpaid wages, penalties pursuant to Cal. Labor Code § 203, and reasonable attorney's fees and costs.

Complainant will seek civil penalties pursuant to PAGA, Cal. Labor Code § 2699(f) against Respondent on behalf of herself and all aggrieved employees who were not paid wages earned and payable to them at the time of discharge as required by Cal. Labor Code §§ 201 and 203.

C. Violation of Labor Code § 1194, 1198, and IWC Wage Order 7-2001

Cal. Labor Code Section 1198 provides that the maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Pursuant to IWC Order No. 7-2001, Section 4, an employer is required to pay each employee not less than minimum wages for all hours worked. Pursuant to IWC Order No. 7-2001, Section 2(D), "Employ" means to engage, suffer, or permit to work. Section 2(E) of the IWC Order No. 7-2001 states that "Employee" means any person employed by an employer. Section 2(G) of the IWC Order No. 7-2001 provides that "hours worked" means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

Lab. Code Section 1194 provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

In accordance with Labor Code § 1194, Ms. Hawkes and all aggrieved employees could not then agree and cannot now agree to work for a lesser wage than the amount proscribed by IWC Wage Order 7-2001 and Labor Code § 1194.

As alleged above, Complainant and all aggrieved employees were denied wages for all hours worked, in violation of Cal. Labor Code §1194.

As a result of the aforesaid violations pursuant to IWC Wage Order No. 7-2001, Section 20, Respondent is subject to a civil penalty of \$50 for initial violation and \$100 for any subsequent violations for each underpaid employee for each pay period in addition to the amount which is sufficient to recover unpaid wages for their failure to pay Complainant and all aggrieved employees a wage less than the minimum fixed by an order of the commission and violation of IWC Wage Order 7-2001.

Further, Labor Code § 558 imposes a penalty upon employers "who violates, or causes to be violated ... any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; and (3) Wages recovered pursuant to this section shall be paid to the affected employee." Complainant is entitled to recover penalties and wages under Labor Code § 558 on behalf of herself and all Aggrieved Employees. *See Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal. App. 4th 1112.

Similarly, Labor Code § 1194.2 authorizes employees to recover wages to recover liquidated damages for violations of Labor Code § 1194. Where an employee, as Complainant and all Aggrieved Employees are not paid for all hours worked under Labor Code § 1194, the employee may recover minimum wages for the time associated with the overtime for which they received no compensation. (See *Sillah v. Command Int'l Sec. Servs.* (N.D. Cal. 2015) 154 F. Supp. 3d 891 [holding that employees suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also showed they were paid less than minimum wage]; accord *Andrade v. Arby's Rest. Grp., Inc.* (N.D. Cal. Dec. 12, 2016) No. 15-cv-03175 NC, 2016 U.S. Dist. LEXIS 172319, at *20-2 I.) Since Respondent failed to provide Complainant and all aggrieved employees with compensation for all hours worked, including on information and belief overtime hours, each are entitled to recover liquidated damages under Labor Code § 1194.2 through PAGA. Based upon these same factual allegations, Complainant also seeks on behalf of herself and all aggrieved employees penalties under Labor Code § 1199.

Cal Labor code 1197.1(a) provides that any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission, shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

As such, Complainant will also seek to recover penalties and damages set forth in to Cal. Labor Code 1197.1 above from Respondent for their failure to pay minimum wages to their employees on behalf of herself and all aggrieved employees.

D. Violation of Cal. Labor Code § 226(a) for Failure to Provide Complete and Accurate Wage Statements

Respondent failed to provide complete and accurate wage statements to Ms. Hawkes and all aggrieved employees in violation of Cal. Labor Code §226(a), which obligates employers, semi-monthly or at the time of each payment, to furnish an itemized wage statement in writing showing:

- (1) gross wages earned;
- (2) total hours worked by the employee;
- (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate;
- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) net wages earned;
- (6) the inclusive dates of the period for which the employee is paid;
- (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- (8) the name and address of the legal entity that is the employer...;
- (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...[..]⁷

As a result of Respondent's failure to pay Ms. Hawkes and all aggrieved employees wages earned for all hours worked, the wage statements issued by them do not indicate the correct amount of gross wages earned, total hours worked, and net wages earned. Therefore, Respondent failed to provide accurate itemized wage statements setting forth the information required by Labor Code § 226(a)(1, 2, 5, and 9).

Further, as alleged hereinabove, Respondent also lost time cards of Complainant and, on information and belief, lost or misplaced time cards of all aggrieved employees and failed to furnish any wage statements to them.

Cal. Labor Code § 226(e)(1) provides that an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees. Cal. Labor Code §226(e)(2)(B) further

⁷ Cal. Labor Code § 226(a).

provides that an employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone the amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a). As stated above, as a result of Respondent's failure to provide Ms. Hawkes and all aggrieved employees accurate itemized wage statements, they are entitled to damages, penalties, as well as an award of costs and reasonable attorney's fees pursuant to Cal. Labor Code §§ 226(e)(1) and 226(e)(2)(B).

Further, Cal. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of §226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of § 226." The civil penalties provided for in this section are in addition to any other penalty provided by law.⁸ Ms. Hawkes will seek to recover civil penalties on behalf of herself and all aggrieved employees pursuant to this section for Respondent's failure to provide accurate itemized wage statements.

E. Violation of California Labor Code §§98.6 and 1102.5

Pursuant to California Labor Code § 98.6(a), a person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged in any legally protected activity.⁹

Similarly, under Cal. Labor Code § 1102.5(b), an employer "shall not retaliate" against an employee for disclosing information "to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance" that the employee

⁸ Cal. Labor Code § 226.3.

⁹ Cal. Labor Code § 98.6.

“has reasonable cause to believe . . . discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.”¹⁰

Respondent retaliated against and wrongfully discharged Ms. Hawkes because she is an employee who engaged in protected reporting activities in violation of California Labor Code §§98.6 and 1102.5. She made multiple complaints of retaliation, discrimination, and harassment by her supervisors and requested workplace accommodations. Ms. Hawkes’ employment was terminated solely because of her protected activities. Thus, Ms. Hawkes’ termination is retaliatory and in violation of Cal. Labor Code §§ 98.6 and 1102.5 because it is connected to and a consequence of her actions. On information and belief, Respondent similarly discharged all aggrieved employees for engaging in protected reporting and whistleblower activities in violation Cal. Labor Code §§ 98.6 and 1102.5.

Under Labor Code § 98.6, an aggrieved employee can recover lost wages¹¹ and a civil penalty of \$10,000 for each violation.¹² Under § 1102.5(b), an employee can recover all actual damages flowing from the retaliation and retaliatory discharge, including compensatory damages, lost wages, lost benefits, and emotional distress.¹³ Additionally, because Respondent is a limited liability company, Ms. Hawkes can recover a \$10,000 penalty per violation on behalf of herself and all aggrieved employees.¹⁴ The penalty section expressly states that a penalty can be recovered for “each violation” of this section.¹⁵ Complainant will seek to recover the various civil penalties pursuant to the aforesaid sections for each violation against each of them.

¹⁰ Labor Code § 1102.5(h).

¹¹ Labor Code § 98.6(b)(1).

¹² Labor Code § 98.6(b)(3).

¹³ Labor Code § 1105; *Gardenhire v. Housing Authority* (2000) 85 Cal.App.4th 236, 241.

¹⁴ Labor Code § 1102.5(f).

¹⁵ *Id.*

F. Violation of Cal. Labor Code § 226(c) for Failure to Produce Payroll Records on Demand

Pursuant to California Labor Code Section 226(c), an employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. A violation of this subdivision is an infraction. Pursuant to subdivision (e)(2)(A) of Cal. Labor Code § 226, an employee is deemed to suffer injury if the employer fails to provide a wage statement.

As alleged hereinabove, Complainant made written requests for copies of her payroll records on February 20, 2020. The statutory deadline of 21 calendar days to comply with Complainant's request has long since passed with nothing produced. Respondent has denied Complainant copies of her payroll records and not provided any copies, to date. On information and belief, Respondent has denied or failed to timely produce copies of their payroll records to all aggrieved employees after written requests.

Pursuant to Cal. Labor Code 2699.3(c)(2)(A), Respondent may cure the alleged violation within 33 calendar days of the postmark date of the notice. The Respondent shall give written notice by certified mail within that period of time to the Complainant's representative and the Agency if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the Complainant will commence a civil action pursuant to Section 2699 and seek to recover civil penalties of one hundred dollars (\$100) on behalf of herself and each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) on behalf of herself and each aggrieved employee per pay period for each subsequent violation.¹⁶

Additionally, Complainant and all aggrieved employees will seek to recover statutory penalties as well as an award of reasonable attorneys' fees and costs pursuant to Cal Labor Code §§226(f) and 226(h), respectively.

¹⁶ Cal. Labor Code §2699(f)(2)

G. Violation of Cal. Labor Code § 1198.5 for Failure to Provide Personnel File upon Demand

Cal. Labor Code § 1198.5(a) provides for the right of an employee to inspect personnel records, and requires:

The employer shall make the contents of those personnel records available to the employee at reasonable intervals and at reasonable times but not later than 30 calendar days from the date the employer receives a written request[.]

In interpreting Cal. Labor Code § 1198.5, the Labor Commissioner's Office has opined that contents that have been routinely held to fall under personnel records include but are not limited to: Application for employment, employment agreement, Acknowledgment of receipt of employee handbook, Payroll authorization form, Records regarding compensation, bonuses, date of hire, seniority and other changes of status, Notices of commendation, warnings, discipline, or termination, Notices of layoff, leave of absence (not containing medical information), and similar matters, Wage attachment or garnishment notices, Education and training notices and records, Performance appraisal or interview evaluation ratings, Attendance and absence records, Promotion recommendations, Production and quality records, Records of grievance affecting employment, Job description, Employee benefit information, etc.

Complainant requested Respondent to provide a copy of her personnel file on February 20, 2020. To date, Respondent has failed to provide complainant copies of her personnel file. On information and belief, Respondent has failed to produce or delayed production of all aggrieved employees' full and complete personnel files.

Pursuant to Cal. Labor Code 2699.3(c)(2)(A), Respondent may cure the alleged violation within 33 calendar days of the postmark date of the notice. The Respondent shall give written notice by certified mail within that period of time to the Complainant's representative and the Agency if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured by Respondent within the 33-day period, the Complainant will commence a civil action pursuant to Section 2699 and seek to recover civil penalties of one hundred dollars (\$100) each on behalf of herself and each aggrieved employee per pay period for the initial

violation and two hundred dollars (\$200) each on behalf of herself and each aggrieved employee per pay period for each subsequent violation.¹⁷

Additionally, Complainant and all aggrieved employees will seek to recover statutory penalties as well as an award of reasonable attorneys' fees and costs pursuant to Cal. Labor Code §§1198.5(k)-(l), respectively.

III. CONCLUSION

Therefore, pursuant to Labor Code § 2699.3, we write to inform you and the Labor and Workforce Development Agency of our intent to pursue a PAGA representative action against Respondent that will include penalties under Labor Code § 2699 to be brought by Ms. Hawkes, individually and on behalf of all aggrieved employees, as defined above. Complainant seeks the LWDA's approval to go forward with this cause of action.

Very truly yours,

_____/s/_____

Rene Potter

¹⁷ Cal. Labor Code §2699(f)(2)