

October 1, 2020

VIA ELECTRONIC FILING

The Labor Workforce Development Agency
California Office
Department of Industrial Relations
Accounting Unit
455 Golden Gate Ave, 10th Floor
San Francisco, CA 94102

Re: **Joseph Saunders v. Sprouts Market**

Dear Sir/Madam:

Please consider this a request pursuant Labor Code section 2699.3 that the Labor and Workforce Development Agency investigate the violations. We intend to file a lawsuit and seek civil penalties under the Labor Code Private Attorney General Act (PAGA) against Sprouts Market and any affiliates, (hereinafter referred to as “Sprouts”). Our office represents the above-named Aggrieved Employee, Joseph Saunders.

Mr. Saunders intends to bring a PAGA representative action, alleging violations of the Labor Code and Industrial Welfare Commission (IWC) Order (Wage Order No. 7). We wish to seek penalties in the suit on behalf of the Aggrieved Employee and others similarly situated. The Aggrieved Employee alleges, on his own behalf and on behalf of those similarly situated, the following violations of the California Labor Code: Labor Code §§ 201 - 203 (failure to pay wages at discharge); Labor Code § 256 (waiting time provision); Labor Code § 558 (violations of the Labor Code and IWC orders); Labor Code §2802 Failure to reimburse work related expenses and California Labor Code § 226.7 and §512 (Failure to Provide rest and meal periods and /or pay premiums).

The Aggrieved Employee’s allegations include, but are not limited to, violations of the

Sima Farde, Esq.
Law Offices of Sima Farde

statutes set forth below. We reserve the right to add or replace Aggrieved Employee representatives as long as doing so would serve the best interests of the PAGA action.

Sprouts is an Arizona based company primarily engaged in sales of groceries and food items with over one hundred of stores in California.

Joseph Saunders worked for Sprouts in Orange County California in different stores and positions. From June 2014 he worked in Seal Beach, as an assistant produce manager. From June 2016 onwards he worked in Costa Mesa as a produce manager and after five weeks transferred to Tustin where he continued to work as a non-exempt produce manager until his work injury in April 2019.

While Joseph Saunders was off work due to his work-related injury which needed surgery, he was terminated from his employment without notice or communications. The company did not advise Joseph Saunders of his termination until he found out through his retirement plan a month later in June 2020. Mr. Saunders' work involved ordering food items, scheduling employees and management.

I. Failure to Reimburse Work Related Expenses

Sprouts required the Aggrieved Employee, Joseph Saunders and others similarly situated, to use their personal vehicles for work related activities, including but not limited to picking up produce and other items when their stores were short of stock and having to return them the next day when their delivery arrived. As part of performing his job duties, Joseph Saunders estimates that he used his personal vehicle to pick up products from the other Tustin store as well as the Irvine store approximately fifty times per year in the last year and one half of his employment. The distance between his store and the other Tustin store is 3-4 miles, one way. The distance between his store and the Irvine store is approximately 7 miles, one way.

Additionally, Aggrieved Employees were expected to communicate with other employees and managers using their personal cellular phones as part of their job duties for which they were not reimbursed for. Sprouts Acknowledges this fact by mentioning that if employees are relieved of all duties, it means they will not be required to "carry cellular phones, personal digital assistants or other communication devices; ..." Aggrieved Employees were not reimbursed for the use of their personal vehicles or cellular phones under Labor Code section 2802 and Wage Order 7, retail.

II. Rest and Meal Period Violations

The Aggrieved Employee alleges, on his own behalf and on behalf of those similarly situated, the violation of the California Labor Code § 226.7 and §512. The Aggrieved Employee at times worked in excess of eight hours a day without being afforded two ten-minute rest breaks due to the culture of the industry that department managers simply do not take breaks like regular employees. This is despite the fact that they were classified as non-exempt. Moreover,

Sprouts' written policy states that "rest breaks should be taken in the middle of the work period" and that "Business needs should also be considered before a break is taken" as well as requiring "team members to notify their supervisors before beginning a rest break," but said written policy does not mention that if an employee is not authorized or permitted to take a timely rest break (or meal break), he/ she would be paid a premium equal to one hour of work. Aggrieved Employee, although a non-exempt employee, was considered management due to his job title and invariably could and did take a morning rest break after ordering products. The rest break consisted of drinking a cup of coffee but could not take an afternoon rest breaks due to the work load and the culture of the industry of working straight through after lunch.

With respect to meal periods, on several occasions the Aggrieved Employee and others in similar positions were not paid a meal premium when not provided a meal period after the completion of the fifth hour of work. The work load and non-compliant California meal periods were caused by the fact that the job often required Aggrieved Employee to fit the additional task of driving to nearby stores to pick up products his store was out of stock of.

I. Failure to Pay Last Paycheck on Time, Waiting Time Penalties LC Section 203

Sprouts Market terminated the employment of Aggrieved Employee, Joseph Saunders while he was on leave for a work injury and unbeknownst to him, sometime in May 2020 Sprouts had notified Aggrieved Employee's retirement plan of the termination. Subsequently, Saunders contacted Sprouts representative dealing with leave of absence, in early June 2020, to verify the termination. Almost a month after his unknown termination, Sprouts mailed him a check post marked June 9, 2020 and a back dated check bearing the date of May 12, 2020, presumably for unpaid wages. If in fact, Aggrieved Employee was terminated from his employment in May 2020, the payment of his final pay check in June 2020, was in violation of Labor Code section 203.

We continue to investigate additional claims against Sprouts and reserve the right to amend this notice.

Yours Sincerely,

Sima Farde, Attorneys for Aggrieved Employee
Joseph Saunders

Service by Certified Mail

Sprouts Farmers Market "SF Markets LLC" 5455 E. High street, Ste 111 Phoenix,
Arizona 85054

C.C. Email to joannetenge@sprouts.com