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DOUGLAS, LOPEZ & RUMM LLP

333 SOUTH ANITA DRIVE, SUITE 780
ORANGE, CALIFORNIA 92868
TELEPHONE (714) 634-3800
FACSIMILE (866) 927-0571
Website: <http://www.douglaslopezrumm.com>

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APR 09 2012

State of California
Labor & Workforce Development Agency

April 4, 2012

Labor & Workforce Development Agency
800 Capitol Mall #5000
Sacramento CA, 95814-4807

LWDA mailed certified # 7010 1870 0002 4455 3236

Defendant:
Ross Stores, Inc.
Attn: Michael Balmuth, CEO
4440 ROSEWOOD DRIVE
Pleasanton, CA 94588

Defendant mailed certified # 7006 0100 0001 8025 7326

Defendant Agent for Service of Process:
C T CORPORATION SYSTEM
818 W. Seventh St.
Los Angeles, CA 90017

Agent mailed certified # 7006 0100 0001 8025 7333

Re: **Rodrigo Suarez v. Ross Stores, Inc.**
*California Labor Code Violations - Compliance Letter of California Labor
Code § 2699 - Private Attorney General Act*

Dear LWDA:

The purpose of this letter is to comply with the Private Attorney General Act, pursuant to California Labor Code § 2699 et seq.

My client is a present employee of Ross Dress For Less, a division of Ross Stores, Inc. (hereinafter "Ross"). He has been employed with Ross for more than three years at a Ross Dress For Less retail store in Orange County, California and was and continues to be paid an hourly wage.

It is alleged that all hourly employees for Ross in the State of California are denied their full wages, without discount, in violation of the law.

Employees of Ross receive paychecks drawn on a Bank of America account. Bank of America charges a \$5.00 check cashing fee to all non-account holders, including a claimant herein who had to pay this fee when he cashed his paycheck. Additionally, the paycheck does not designate a location in California where he could cash his paycheck without paying such a fee. On behalf of

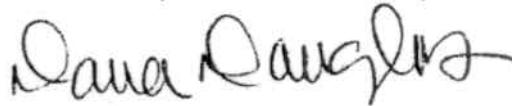
my client and other Ross employees in California, we allege that this practice is in violation of Labor Code § 212, requiring that wages be payable on demand, "without discount." Attached you will find a copy of my client's check drawn on a Bank of America account, and a copy of a receipt from Bank of America documenting the \$5.00 fee it charged to cash his paychecks.

Ross engages in a practice of not providing all wages due and owing timely upon termination or resignation, per Labor Code § 203. Because Ross fails to pay wages without discount for all time worked during the course of employment, as alleged above, all unpaid wages which must be paid at termination are not. A Labor Code § 203 violation also lends itself to additional penalties under Labor Code § 2699.

My office awaits your response.

Very truly yours,

DOUGLAS, LOPEZ & RUMM, LLP

A handwritten signature in black ink, appearing to read "Dana Douglas", written over a horizontal line.

DANA DOUGLAS, ESQ.

DLD/ts
Enclosure

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