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July 19, 2021

**SENT VIA ELECTRONIC
SUBMISSION**

Julie A. Su
Acting Secretary
California Labor & Workforce Development
Agency
800 Capital Mall, MIC-55
Sacramento, CA 95814

SENT VIA CERTIFIED MAIL

RALPH'S GROCERY COMPANY
c/o CSC – Lawyers Incorporating Service
(C1592199)
Agent for Service of process
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833

SENT VIA CERTIFIED MAIL

THE KROGER CO.
c/o CSC – Lawyers Incorporating Service
(C1592199)
Agent for Service of process
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833

Re: Eric Diaz v. The Kroger Co. and Ralph's Grocery Company
California Labor Code section 2698, *et seq.* violations

To Whom It May Concern:

I am writing on behalf of aggrieved employee Eric Diaz (“Mr. Diaz” or “Plaintiff”) and the other aggrieved employees who were employed by The Kroger Co. and/or Ralph’s Grocery Company (collectively “Kroger” or “Defendants”) and received meal period and/or rest break premium payments under Labor Code section 226.7 during the PAGA liability period of one year preceding this notice.

California Labor & Workforce Development Agency

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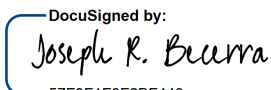
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Pursuant to the California Supreme Court's decision in Ferra v. Loews Hollywood Hotel, LLC, (Cal., July 15, 2021, No. S259172) 2021 WL 2965438 all of Defendants' California non-exempt employees, including but not limited to those who worked or provided service in any grocery store, warehouse or distribution center during the PAGA liability period should have, but did not, receive meal period and/or rest break premiums at their regular rate of pay/compensation (which includes all non-discretionary payments, such as shift differentials for working the night shift, weekends, holidays, as well as bonuses and commissions (the "Aggrieved Employees"). The Aggrieved Employees were not properly compensated under Labor Code §§ 226.7, 512, 558 and 1198 for legally insufficient or unprovided meal periods and/or rest breaks. In short, the premium that they received was below the legal standard set forth in Labor Code §§ 226.7 and 1198.

Defendants failed to pay the Aggrieved Employees meal period and/or rest break premiums at the correct regular rate of pay/compensation, and instead paid the Aggrieved Employees the premium at a lower rate of pay that did not include all of the required additional forms of compensation into the calculation. Plaintiff seeks to represent these Aggrieved Employees in a PAGA action based upon these specific facts and theory of liability for violations of Labor Code sections 201-203, 226.7, 512, 558 and 1198, seeking to recover the accompanying civil penalties under PAGA. The Aggrieved Employees who were paid a premium wage under Labor Code § 226.7 due to intense work demands, lack of proper scheduling, as well as other issues which resulted in legally insufficient meal periods and/or rest breaks not being provided are entitled to their full compensation as required by Ferra v. Loews Hollywood Hotel, LLC. Those Aggrieved Employees that no longer work for the Defendants are also entitled to waiting time penalties under Labor Code §§ 201-203 for the Defendants' failure to pay the premiums at the correct rate.

Very truly yours,

Becerra Law Firm

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Joseph R. Becerra