

September 24, 2021

Via On-Line Submission to:
California Labor and Workforce Development Agency
LWDA Case Number: *Unassigned*

re: **Aldrina Perry vs. Ross Stores, Inc. d.b.a. dd's DISCOUNTS**

Dear Sir or Madam:

This letter will serve as Notice, as required under the California Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*), on behalf of our client, Aldrina Perry ("Plaintiff"), and the Aggrieved Employees she intends to represent (specifically, all non-exempt employees of Ross Stores, Inc. d.b.a. dd's DISCOUNTS, ("Defendants") within the State of California at any time after September 24, 2020, aka the "Claims Period"). The facts and theories underpinning this dispute include, but are not necessarily limited to, the following:

Plaintiff Aldrina Perry was employed in the capacity of Assistant Store Manager for Defendants in California during the Claims Period and, in that role, was non-exempt from California Wage Order provisions. Despite these facts, Ms. Perry was denied regular and overtime pay and the opportunity to take off-duty, uninterrupted meal and/or rest breaks and was, instead, required to remain on-duty during her shifts and/or was routinely interrupted throughout/during her breaks. Plaintiff further alleges Defendants had a consistent policy which failed to provide statutorily compliant breaks owed to other non-exempt employees such that they also were mandated to remain on-call at all or most times and were denied adequate compensation. These violations arose from a lack of proper staffing of Defendants' various facilities, improperly and/or haphazardly scheduling employees without regard for their meal or rest periods and/or the potential for other labor violations, insufficient communication regarding the timing and duration of those meal/rest breaks, including a failure to explain that breaks should be off-duty and uninterrupted. In her anticipated legal action, Plaintiff also intends to allege various derivative claims for penalties arising out of these same theories and retaliation for complaining of these practices to Defendants.

By these allegations, Plaintiff alleges that Defendants willfully violated, *inter alia*, California Labor Code §§ 98.6, 200-204, 210, 218, 218.5, 218.6, 225.5, 226, 226.7, 226.8, 351, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802 and §§ 11 and 12 of the relevant IWC Wage Order by failing to pay all wages due, by failing to provide Plaintiff and Aggrieved Employees with timely, full and uninterrupted meal and/or rest breaks due, by failing to issue accurate itemized wage statements, by failing to timely pay all wages upon termination and by failing to reimburse expenses incurred.

Please contact me if you have any questions and/or concerns. By courtesy copy of this letter, the requisite filing fee has been sent to the Department of Industrial Relations' Accounting Unit.

Very truly yours,



SCOTT EDWARD COLE, ESQ.

cc: Ross Stores, Inc. d.b.a. dd's DISCOUNTS
c/o CT Corporation – Agent for Service of Process
330 N. Brand Blvd. Suite 700
Glendale, CA 91203
(*via certified mail*)

dd's DISCOUNTS
3355 Sonoma Blvd., Suite 10
Vallejo, CA 94590

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
(*via online submission and certified mail*)