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December 29, 2021

Labor and Workforce Development Agency
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

*VIA CERTIFIED MAIL;
ALSO VIA WEB PORTAL AT:
<https://dir.tfaforms.net/>*

Ross Stores, Inc.
ATTN: Mr. Kenneth Jew, General Counsel
5130 Hacienda Drive
Dublin, CA 94568

*VIA CERTIFIED MAIL;
VIA E-MAIL TO: ken.jew@ros.com*

**Re: Garcia v. Ross Stores, Inc. – Notice of Labor Code Private Attorneys General Act
Claims and Intent to Pursue Civil Action**

To Whom It May Concern:

This office represents Alma Garcia ("Plaintiff") in her claims for violations of California wage-and-hour statutes and regulations by Ross Stores, Inc., which also does business under the business name "Ross Dress for Less" (herein, the "Company"). Ms. Garcia intends to file a civil lawsuit on behalf of herself and all other similarly-situated individuals against the Company to recover wages and statutory penalties owed under California statutes and regulations. It is also intended that this letter set forth the facts and theories applicable to any subsequently added co-plaintiff(s) seeking to assert the same representative action claims in litigation.

Our client(s) intend(s) to seek recovery of all available civil penalties under the Private Attorneys General Act ("PAGA"). This correspondence is being sent, pursuant to the provisions of California Labor Code § 2699.3, in order to allow Plaintiff, on behalf of herself and all other similarly-situated individuals, to collect the civil penalties associated with the violations of the following statutes and regulations in her civil lawsuit against the Company.

These are the facts as we presently understand them, as matters pertain to Plaintiff and the putative and/or representative class of workers Plaintiff intends to represent – *i.e.*:

All current and former California employees of Ross Stores, Inc. who have worked for the Company during the statutory period as hourly (*i.e.*, non-exempt) employees in retail locations (the "PAGA Class" or the "Putative Class").

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FACTS AND LEGAL THEORIES

Ms. Garcia worked for Ross Stores, Inc. d/b/a Ross Dress for Less, in Southern California, for approximately the last six years. Her employment concluded in June of 2021, and she at all relevant times worked as an hourly non-exempt employee – holding the position(s) of: sales associate, area manager, and also assistant manager. (*Note: name or position titles in the employment, as used herein, are merely illustrative and descriptive.*)

To summarize, during the employment Ms. Garcia did not receive California-compliant meal or rest breaks. In addition, Ms. Garcia was asked to perform work tasks “off the clock,” and incurred business expenditures (*i.e.*, obtaining store supplies) that were not reimbursed by the Company. Furthermore, Ms. Garcia was required to engage in work that triggered reporting time pay obligations, and/or split-shift pay obligations, all under California law. These violations are explored, below.

First, Ms. Garcia contends that the Company has failed to pay Plaintiff and the Putative Class all wages owed according to California law. This has resulted from a practice instituted by management or ownership, to alter the time records of the workers for illicit purposes benefitting the Company financially—*e.g.*, in order to reduce the amount of wages paid (sometimes referred to as “time shaving”); in order to show purported meal breaks which were not actually taken; in order to change or reduce or change the reported working hours. This practice has resulted in the failure to pay all regular, overtime, and (possibly) double-time wages earned. In addition, we are informed that the Company instructed its non-exempt employees to work off-the-clock which resulted in further unpaid wages owed. For example, employees may have been instructed to perform pre- and post-liminary work tasks while not clocked in, such as for the purpose of picking up store supplied before being “on the clock.” In other instances, Ms. Garcia was often contacted on her day off, via cell phone and messaging, with workplace questions, issues and tasks to perform.

Second, as a result of its failure to pay its employees lawfully, the Company has not provided these individuals with paycheck stubs that conform to the requirements of Labor Code § 226. Specifically, the correct and true hours are not provided. The correct total pay also is not provided, nor are the proper regular and overtime hours.

Third, the Company did not provide California-compliant meal breaks to its non-exempt employees as required by law. This is confirmed by the time records, including the alterations to the time records (*i.e.*, after-the-fact manipulation of the time records to “insert” a purported meal break which was not actually taken). It also is confirmed by the fact that the Company required its associates to remain at the store premises during breaks, and also required associates to remain “tethered” to their communication devices, such as walkie-talkies, even during purported meal breaks. In contrast, California law requires employers to provide its non-exempt employees with 30-minute, off-duty meal periods at or before five hours worked. Cal.

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Lab. Code § 512. Non-exempt employees who work more than ten hours in one day must be provided with an additional 30-minute meal period. *Id.* Employees must be un-tethered from the workplace, and also free to leave the premises. It is alleged that the Company did not comply with these standards.

The Company further violated California's wage laws by not providing Plaintiff and her similarly-situated coworkers each of their ten-minute rest periods, which are required by California law. Employees are entitled to "a paid 10-minute rest period per four hours of work." Again, the rest period obligations include appropriate timing requirements. *Bluford v. Safeway Stores, Inc.*, 216 Cal. App. 4th 864, 871 (2013). Plaintiff and the Putative Class were required in practice to remain tethered to the workplace, via communication devices. As a matter of law, this does not constitute a lawful break. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 273 [211 Cal.Rptr.3d 634, 647, 385 P.3d 823, 834], as modified on denial of reh'g (Mar. 15, 2017).

In addition to being asked to perform work tasks "off the clock," Ms. Garcia also incurred business expenditures (*i.e.*, obtaining store supplies) that were not reimbursed by the Company. California Labor Code section 2802 prohibits such conduct. Ms. Garcia was instructed by management to obtain store supplies, utilizing her own vehicle for such purposes, but was not reimbursed therefor.

Ms. Garcia also was subjected to practices triggering reporting time and split-shift pay requirements under the applicable Wage Order. Under the applicable Wage Order, at section 5(B), "If an employee is required to report for work a second time in any one workday and is furnished less than two hours of work on the second reporting occasion, said employee shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the minimum wage."

According to section 4(C) of the Wage Order, "When an employee works a split shift, one hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment."

As we presently understand the facts, and continue to investigate them, Plaintiff is informed and believes that she and her similarly-situated co-workers have not received all required reporting time and split-shift pay in accordance with California statutes and regulations. For example, during the employment Plaintiff was often contacted and required to perform work on her scheduled day off, which would have resulted in potential reporting time pay violations. Alternately, Plaintiff may at times have been scheduled or instructed to schedule her daily shifts in such a fashion as to give rise to reporting time and/or split-shift pay violations. The factual support for these statements is set forth in the time records, the text/email records of messages received and responded to by the aggrieved employees, and the pay records which show that such wages were never paid.

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Because Plaintiff and similarly-situated workers at the Company may have worked a second shift in a day (*e.g.*, in the event she was contacted for work tasks, but after her regularly-scheduled shift had concluded), each required to receive split-shift pay for that work day. This split-shift pay or “one hour’s pay at the minimum wage” was never paid by the Company at any time that we are aware of. Further, reporting time pay arising from this type of factual situation was also never paid.

the Company’s practices violate the holding in *Ward v. Tilly’s Inc.* 31 Cal.App.5th 1167 (2019) by failing to remit payment for reporting time wages for the time spent responding to workplace communications outside of regularly scheduled work hours, even when an in-person response was unnecessary. It was extremely common that Plaintiff and her co-workers would receive phone calls and messages outside of the regularly scheduled shifts, requiring her to perform work but less than a 2 or 4-hour increment. No reporting time or split shift was paid to these individuals.

Second, because of its failure to pay its employees lawfully, the Company has not provided these individuals with paycheck stubs that conform to the requirements of Labor Code section 226. Specifically, the correct and lawful information is not provided including the amount of wages owed, the actual hours worked, and the split-shift and reporting-time pay that should be set forth.

Finally, the Company has not paid those individuals who have left the Company’s employment all wages due, as required pursuant to Labor Code sections 201 and 202. Consequently, the Company owes them statutory penalties pursuant to Labor Code section 203. Plaintiff believes that there may have been over 1,000 employees in California who were subjected to the same illegal actions.

Plaintiff will seek wages and statutory penalties against the Company for these violations. Penalties sought arise from any and all claims for (i) alleged violations of California Labor Code sections 201, 202, 203, 204, 212, 219, 221, 224, 226, 226.7, 510, 512, 558, 1194, 1198, and 2802, including but not limited to (i) the failure to pay employees all wages owed; (ii) alleged violations of California Labor Code § 226, including, but not limited to, failure to provide accurate wage statements; (iii) alleged violations of California Labor Code §§ 201-203, including, but not limited to, failure to pay final wages timely, or pay penalties of untimely final wages; (iv); alleged violation of California Business and Professions Code § 17200 *et seq.* based on underlying violations of the California Labor Code as identified herein; (v) alleged meal break violations; (vi) alleged rest break violations; (vii) alleged split-shift and/or reporting time pay violations; and (viii) alleged violations of California Labor Code § 2698 *et seq.* based on derivative violations of the Labor Code, including but not limited to Labor Code §§ 201, 202, 203, 204, 212, 219, 221, 224, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1194.3, 1197.1, 1198 and 2802; and IWC Wage Order 7-2001 (or any other applicable Wage Order).

THE LAW

1. Statutory and Regulatory Violations

Labor Code § 510 requires employers to pay nonexempt workers overtime premium wages when they work more than eight hours in one day or over forty hours in one week, and for the first eight hours worked on the seventh straight day of work in a single workweek. This statute also requires employers to pay nonexempt workers double-time premium wages when they work more than 12 hours in one workday and for all hours worked in excess of eight on the seventh straight day of work in one workweek.

In this matter, it is alleged that the Company intentionally denied the Putative Class wages that should have been paid and violated California *Labor Code* § 510 and applicable IWC wage orders. Specifically, California law does not permit an employer to unilaterally and fraudulently alter a workers' time records in order to reduce the wages paid to the worker, nor is working off the clock and without pay acceptable. Moreover, all wages earned must be included in the "regular rate" of an employee.

The Company has, as a result, violated the aforementioned Labor Code sections by not paying all regular, overtime and/or double-time wages to Plaintiff and her fellow hourly employees correctly in California. (Herein, "regular" wages shall also be meant to include reporting time or split-shift wages, whether ultimately characterized as regular or minimum wages as a matter of law in the legal proceedings).

Labor Code § 201 requires immediate payment of all wages owed at the termination of employment. It is believed that within the last year, the Company has had hourly employees in California who have been terminated and have not received all regular, overtime or double-time wages owed at their termination.

Labor Code § 202 requires payment of all wages owed within 72 hours of the resignation of an employee, unless the employee gives more than 72 hours' notice, in which case wages are owed at the employee's resignation. It is believed that within the last year, the Company's hourly employees in California have resigned and have not received their regular, overtime or double-time wages owed in a timely fashion as required by Labor Code § 202.

Labor Code § 204 sets timetables for when wages are due each pay period. In effect, most wages earned during a pay period must be paid at the conclusion of that pay period or the conclusion of the next pay period (in the case of wages earned for labor in excess of the normal work period). Here, by virtue of the above practices, wages were owed each pay period in which individuals worked regular, overtime and/or double-time hours, and yet the Company did not timely pay them the earned wages in the correct amounts.

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Labor Code § 219 provides that an employer may not circumvent by way of private agreement the requirements of the wage-and-hour laws of the Labor Code. To the extent that the Company has promulgated wage-and-hour policies that do not comply with California law, or that the Company will argue that Plaintiff and Putative Class members “agreed” to accept less than the actual or lawful wages they earned, the Company will have violated Labor Code § 219.

Labor Code § 226, subdivision (a) requires employers to put specific, accurate information on their employees’ paycheck stubs. This information includes the actual number of hours worked and the applicable and lawful rates of pay. the Company failed to include necessary information on Plaintiff’s paycheck stubs by failing to pay the lawful rates, failing to accurately show the hours worked or the total amounts of wages earned, and it is believed that the violation of Labor Code § 226, subdivision (a) extends to all other Putative Class members.

Labor Code § 226.7, sub§ (a) provides, “No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.” In the case at bar, Plaintiff and the Putative Class were required to work through meal periods, and also to respond to calls at all times during the work shift (inclusive of purported meal and rest breaks), and they were “tethered” to their electronic devices. This is unlawful. “Nonetheless, one cannot square the practice of compelling employees to remain at the ready, tethered by time and policy to particular locations or communications devices, with the requirement to relieve employees of all work duties and employer control during 10-minute rest periods.” *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269 [211 Cal.Rptr.3d 634, 645, 385 P.3d 823, 832], as modified on denial of reh’g (Mar. 15, 2017)

Labor Code section 512 provides that no employer shall employ an employee for a work period of more than five (5) hours without a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. An employer’s duty with respect to meal breaks is an obligation to provide a meal period to its employees. The employer satisfies this obligation if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does not impede or discourage them from doing so. *Brinker Rest. Corp. v. Superior Court*, 53 Cal.4th 1004 (2012). However, Plaintiff and her fellow employees were not actually provided with all duty-free, uninterrupted 30-minute meal periods as the law requires. Thus, by not paying Plaintiff and the putative class for their meal periods, and by not providing them, Defendants have violated California law.

Labor Code § 1194(a) 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 receive 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. To the extent that the Company will argue that the employees agreed to work any hours, including any overtime and/or double-time hours

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for less than the statutory amount (or off the clock), and failed to pay minimum wages to Plaintiff, the Company will have violated Labor Code § 1194(a).

Labor Code § 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. To the extent the Company made Plaintiff or the Putative Class members work beyond the maximum hours of work and standard conditions fixed by the Labor Commission, and failed to remit lawful payment for those hours, the Company will have violated Labor Code § 1198.

2. Civil Penalties Sought

Labor Code § 201 requires immediate payment of all wages owed at the termination of employment. It is believed that within the last three (3) years, the Company's employees in California have been terminated and have not received all wages owed at their termination. There is no civil penalty associated with violation of § 201, but Plaintiff (and/or any later-joined plaintiffs) intend to pursue civil penalties on behalf of themselves and all others similarly-situated under Labor Code § 2699, subd. (f).

Labor Code § 202 requires payment of all wages owed within 72 hours of the resignation of an employee, unless the employee gives more than 72-hours notice, in which case wages are owed at the employee's resignation. It is believed that within the last three (3) years, Company employees in California have resigned and have not received all regular and premium pay owed in a timely fashion after their resignation. There is no civil penalty associated with violation of § 202, but Plaintiff (and/or any later-joined plaintiffs) intends to pursue civil penalties on behalf of themselves and all others similarly-situated under Labor Code § 2699, subd. (f).

Labor Code § 203 establishes a statutory penalty for willful violations of Labor Code sections 201 or 202. There has been a willful violation of Labor Code § 201 and 202 because the Company cannot hide behind its ignorance of the California's wage and hour laws. Further evidence of the Employers' willful disregard for Labor Code §§ 201 and 202 is likely to be adduced at trial. Plaintiff (and/or any later-joined plaintiffs) intends to pursue civil penalties on behalf of themselves and all others similarly-situated under Labor Code § 256.

Labor Code § 204 makes wages due no less frequently than twice a month for non-exempt employees for work performed each pay period. the Company has violated § 204 with respect to Plaintiff's and her similarly-situated coworkers by not paying them all wages due for work performed each pay period. Plaintiff intends to pursue civil penalties on behalf of herself and all other similarly-situated under Labor Code § 210.

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Labor Code § 210 establishes a civil penalty for violations of Labor Code § 204. Every person who fails to pay the wages of each employee as provided in § 204 shall be subject to a civil penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; and
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

As it is alleged that the Company violated Labor Code § 204, Plaintiff will, on behalf of the Putative Class, seek the civil penalties available under Labor Code § 210.

Labor Code § 219 provides that an employer may not circumvent by way of private agreement the requirements of the wage-and-hour laws of the Labor Code. To the extent that the Company will argue that these employees were subject to any “agreement” to work off the clock, without proper first or second meals, or otherwise without proper pay, the Company will have violated Labor Code § 219. There is no civil penalty associated with violation of § 219, but Plaintiff intends to pursue civil penalties on behalf of themselves and all others similarly-situated under Labor Code § 2699, subd. (f).

Labor Code § 226, subdivision (a), requires a California employer to include very specific information on an employee’s paycheck stub. The required information includes the proper number of regular and overtime hours worked, and the correct rates of pay. Lab. Code § 226(a). Subdivision (e) sets forth statutory penalties for the violation of § 226(a). Plaintiffs intend to bring suit to recover said penalties on behalf of themselves and all others similarly-situated.

Labor Code § 226.3 sets forth civil penalties for violation of § 226, subdivision (a). Plaintiff intends to seek said penalties against Defendants on behalf of themselves and all other similarly-situated employees for violation of § 226, subdivision (a).

Labor Code § 226.7, sub§ (a) provides, “No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.” There is no civil penalty associated with violation of § 226.7, but Plaintiff intends to pursue civil penalties on behalf of themselves and all others similarly-situated under Labor Code § 2699, subd. (f).

Labor Code section 558 provides for a civil penalty against employers who violate Labor Code section 510. The civil penalty is 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.

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(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.

As it is alleged that the Company violated Labor Code section 510, Plaintiff will seek, on behalf of herself and all other similarly-situated individuals, the civil penalties available under Labor Code section 558.

Labor Code § 512 provides that no employer shall employ an employee for a work period of more than five (5) hours without a meal break of not less than thirty (30) minutes in which the employee is relieved of all her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. It is alleged herein that Plaintiff and other employees were not provided with all requisite (or timely) meal periods as required under the law. As it is alleged that the Company violated Labor Code § 512, Plaintiff will seek the civil penalties available under Labor Code § 558.

Labor Code § 1197 requires that employers may not pay less than the mandated minimum wage. The Company may have violated § 1197 by not paying Plaintiff and her similarly-situated coworkers at least the minimum wage for certain hours worked. For example, in instances where employees worked “off the clock” or where management altered the time and payroll records, these violations may have occurred. The civil penalty for violations of § 1197 is enumerated in Labor Code § 1197.1. Plaintiff intends to seek said penalties against the Company on behalf of herself and all other similarly-situated employees for violations of § 1197.

Labor Code section 1194.2(a) provides for liquidated damages for payment of a wage less than the minimum wage fixed by an order of the commission or by statute. Section 1194.2(a) entitles the employee to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. Plaintiff alleges that the Company may have violated section 1194.2(a) by failing to pay minimum wages to the PAGA Class.

Labor Code section 1194.3 provides for the recovery of attorney’s fees and costs incurred to enforce a court judgment pursuant to unpaid wages pursuant to Labor Code section 1194. Plaintiff alleges that the Company violated section 1194 by failing to pay minimum wage and overtime, and that Plaintiffs are therefore entitled to recover attorney’s fees.

Labor Code section 1197.1 provides for recovery for employees who are paid a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission. For an initial violation that is intentionally committed, the penalty is 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

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damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to section 203. For each subsequent violation for the same specific offense, the penalty is 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. Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203 and recovered pursuant to this section shall be paid to the affected employee.

Finally, as noted in the case of *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal. App. 4th 1112 (2012), the PAGA civil penalty under Labor Code § 558 includes, “[f]or 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.” See *Thurman v. Bayshore Transit Mgmt., Inc.*, supra. Pursuant to § 558, Plaintiffs seek civil penalties equal to the amount of underpaid wages to all aggrieved employees in this matter to the maximum extent permitted by law.

Labor Code § 2699(f) provides for a “catchall” civil penalty for the violation of Labor Code sections that lack an explicit civil penalty provision of their own. The civil penalty is as follows: “If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” Plaintiff alleges that, for those Labor Code provisions above which the Company has violated but where there is no specific penalty articulated within the Labor Code, Section 2699(f) shall provide for the imposition of the “catchall” civil penalties in this matter.

To illustrate, herein it is alleged by Plaintiff that the Company has violated Labor Code section 2802, requiring that an employer indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. As explained above, the Company here failed to properly do so. There is no civil penalty directly associated with violation of Labor Code sections 2802 and 2804, but Plaintiff intends to pursue civil penalties on behalf of herself and all others similarly situated under *Labor Code* section 2699, subd. (f).

The IWC Wage Orders provide for a civil penalty to be assessed against an employer who violates their provisions. That is, Section 20 thereof states, in relevant part:

- (A) In addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty of:

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- (1) Initial Violation — \$50.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to the amount which is sufficient to recover unpaid wages.
- (2) Subsequent Violations — \$100.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to an amount which is sufficient to recover unpaid wages.

Plaintiff will seek, on behalf of herself and all other similarly-situated individuals, this additional civil penalty against the Company for its violation of the IWC Wage Order(s), at § 3(A), 4(C), 5(A) and 5(B), as well as any additional violations of said Wage Order.

Reservation of right to pursue additional civil penalties: Plaintiffs intend to pursue the aforementioned civil penalties for these specific violations of law. However, should any other civil penalties be available by virtue of the Company's unlawful practices as enumerated herein, or as discovery reveals, Plaintiffs reserve the right to pursue such additional civil penalties. In addition, should further aggrieved employees come forward wishing to assert the violations articulated herein, this Notice shall be construed as notice provided by such aggrieved (albeit as yet unnamed) employees.

CONCLUSION

Pursuant to California Labor Code § 2699.5, a violation of the above-cited statutes and regulations may form the basis for a PAGA action against the Company. However, as required by law, aggrieved employees like Ms. Garcia must first give the Labor and Workplace Development Agency the opportunity to pursue the offending employer before bringing their own PAGA action to collect civil penalties associated with the violation of the above-cited statutes and regulations.

In addition, this claim notice letter will also be filed online, with copies sent by certified mail to the employer. Enclosed is a filing fee of \$75, as required by the amended statute. Please let me know if your agency intends to investigate the matter. If not, Ms. Garcia intends to pursue her PAGA claims in a civil action, pursuant to law.

Very truly yours,

PALAY HEFELFINGER, APC



Brian D. Hefelfinger

BDH

Enclosure(s):

- (1) Filing fee check