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January 16, 2025

Via Electronic Submission

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: **Megamart CA, Inc.**
Notice of Labor Code Violations pursuant to Labor Code § 2699.3(a)(1)

Dear Sir or Madam:

This letter shall constitute the required written notification under Labor Code § 2699.3(a)(1) that our client, Mr. Uvaldo Ramirez Perez, alleges that his employer Megamart CA, Inc. ("Megamart") has violated various provisions of the California Labor Code.

Specifically, Mr. Ramirez contends that Megamart has engaged in the following unlawful employment practices:

1. Failure to pay Mr. Ramirez and other aggrieved employees all minimum and overtime wages owed to them in violation of California Labor Code §§ 510, 1194, 1197, 1197.1, and 1198.

Mr. Ramirez was employed by Megamart as a non-exempt, hourly-paid employee from approximately September 2022 to August 2024. Mr. Ramirez's job duties included stocking produce and doing related work.

Megamart did not pay Mr. Ramirez and other aggrieved employees for all hours worked at the appropriate hourly rate. Megamart has a policy and practice of not providing full and uninterrupted meal periods and requiring Mr. Ramirez to work during his meal periods, for which he was not compensated. Further, the time and payroll records reflect that Megamart did not pay employees for all hours worked. For example, Mr. Ramirez's time records show that he worked approximately 104.98 hours in the pay period from October 2, 2022 to October 15, 2022. His payroll records show that he was only paid for 104.17 hours in this pay period. Thus, approximately 0.81 overtime hours were not paid at all. Similarly, his time records show that he worked approximately 104.78 hours in the pay period from November 13, 2022 to November 26, 2022, but he was only paid for 103.55

hours. Thus, approximately he was not paid at all for approximately 1.23 overtime hours. Mr. Ramirez complained to his manager about not being paid correctly, but Megamart did not fix the problem.

2. Failure to provide Mr. Ramirez and other aggrieved employees with compliant meal breaks or pay premium compensation in lieu thereof, in violation of California Labor Code §§ 226.7 and 512.

Megamart did not provide employees with an uninterrupted duty-free meal break of at least 30 minutes for every 5 hours of work. Mr. Ramirez and other aggrieved employees were rushed to finish their meal periods and/or interrupted during their meal periods to perform work. Also, Megamart required employees to carry a walkie talkie, and monitor and respond to it during their meal periods. Megamart failed to pay meal break premiums when employees were not provided with compliant meal breaks.

3. Failure to provide Mr. Ramirez and other aggrieved employees with compliant rest breaks or pay premium compensation in lieu thereof, in violation of California Labor Code § 226.7. Megamart did not provide employees with a 10-minute rest period for every 4 hours worked or major fraction thereof for the same reasons set forth above in paragraph 2 herein regarding meal breaks. And Megamart failed to pay rest break premiums when employees were not provided with compliant rest breaks.
4. Failure to provide Mr. Ramirez and other aggrieved employees with accurate itemized wage statements, in violation of California Labor Code § 226. The wage statements provided by Megamart fail to accurately reflect employees' hours worked and applicable hourly rates as a result of the failure to pay regular wages, overtime wages, and meal and rest break premium wages as described herein.
5. Failure to timely pay all wages owed to Mr. Ramirez and other aggrieved employees at the time of termination or resignation, in violation of California Labor Code §§ 201 – 203. Megamart has failed to pay employees the unpaid regular wages, overtime wages, and meal and rest break premium wages described herein upon the separation of their employment.
6. Failure to reimburse Mr. Ramirez and other aggrieved employees for necessary business-related expenses in violation of California Labor Code §§ 2800 and 2802. Megamart failed to reimburse employees for items such as scissors and other tools that were necessary to perform the job.
7. Failure to provide Mr. Ramirez and other aggrieved employees with all wages owed during their employment, in violation of California Labor Code § 204. Megamart has failed to pay employees the unpaid regular wages, overtime wages,

and meal and rest break premium wages described herein in a timely manner during their employment.

8. Violation of California Labor Code §§ 558 and 558.1, as a consequence of the violations described herein.

Labor Code § 558 provides that an employer or person acting on behalf of an employer who violates (or causes to be violated) a provision of Labor Code §§ 500 through 558, or a provision of the IWC Wage Orders regarding hours and days of work, is liable for civil penalties of \$50 to \$100 per pay period to each underpaid employee, in addition to other civil penalties provided for by law.

Labor Code § 558.1 provides that an employer or person acting on behalf of an employer who violates (or causes to be violated) a provision of Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802 may be held liable as the employer for such violation.

As set forth herein, Megamart has violated California Labor Code §§ 203, 226, 226.7, 232, 510, 512, 1194, 1197.5, 2802, and IWC Wage Order 9-2001, and is thus liable for penalties under Labor Code § 558.

Please advise within the required time period whether or not the Labor and Workforce Development Agency intends to investigate these alleged violations. If no such notice is received within 65 calendar days of the date of this letter, Mr. Ramirez will proceed with a civil action for penalties pursuant to Labor Code § 2699.

Thank you for your prompt attention to this request.

Sincerely Yours,

A handwritten signature in blue ink, appearing to read 'Ronald H. Bae', is written over a light blue circular stamp.

Ronald H. Bae

cc: Megamart CA, Inc.
Attn: General Counsel
760 E. El Camino Real
Sunnyvale, CA 94087

Via Certified Mail

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Labor and Workforce Development Agency
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Page 4 of 4

cc: Soo Y. Park
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Attorneys for MEGAMART CA, INC.

Via Email Only