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February 27, 2025

Filed Online

Labor and Workforce Development Agency /
Department of Industrial Relations
Private Attorneys General Act (PAGA) - Filing
New PAGA Claim Notice

Via Certified U.S. Mail – Return Receipt Requested

H Mart, Inc.
H Mart Logistics, Inc.
Attention: Sangchul Lee
8550 Chetle Avenue, Unit B
Whittier, California 90606

H Mart Logistics, Inc.
Attention: Sangchul Lee
8550 Chetle Avenue, Unit B
Whittier, California 90606

H Mart San Jose, LLC
Attention: Sangchul Lee
8550 Chetle Avenue, Unit B
Whittier, California 90606

Re: Notice Pursuant to California Labor Code § 2699.3

To H Mart, Inc., H Mart Logistics, Inc., H Mart San Jose, LLC and Representatives of the California Labor Workforce Development Agency:

This office represents Nilson Yovet Moran Regalado (“Mr. Moran”), a former employee of H Mart, Inc., H Mart Logistics, Inc., and H Mart San Jose, LLC (“Employers”). Pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698 *et seq.*, and all recent amendments thereto, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No. 7-2001¹, which Mr. Moran

¹Hereinafter, when reference is made to IWC Wage Order No. 7-2001, it shall include reference to corresponding sections of IWC Wage Order No. 8-2001, IWC Wage Order No. 13-2001, IWC

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alleges that Employers have violated, including the facts and theories to support the alleged violations.

Please be advised that this letter constitutes written notice required by Labor Code §§2699.3(a)(1) and 2699.3(c)(1) and may lead to immediate action against Employers in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employers.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, applicable IWC wage orders, or regulations thereunder which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice is hereby given to and made against Employers and any and all related and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

This letter also serves as notice of Mr. Moran's demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Mr. Moran's employment and potential claims must be preserved, even without a court order. Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

PRELIMINARY STATEMENT

My office is investigating a representative action on behalf of current and former non-exempt employees of Employers ("aggrieved employees") in the State of California regarding Employers unlawful policies and practices. Among other things, Mr. Moran and other aggrieved employees allege that Employers are liable for the following: failure to provide meal and rest periods to non-exempt employees, in violation of Labor Code §§ 226.7, 510, 512, 1194, 1197 and Wage Order No. 7-2001, §§ 11-12 (including not permitting aggrieved employees to leave the work premises, not providing rest periods in the middle of shifts); failure to provide for recovery periods in violation of California Labor Code § 226.7 and California Code of Regulations, Title 8, Section 3395, failure to pay one additional hour of compensation to non-exempt employees at their regular

Wage Order No. 14-2001, and any other Wage Orders that are or may be applicable.

rate of pay for each workday that a meal, recovery or rest period is not provided, in violation of Labor Code § 226.7 and Wage Order No. 7-2001, §§ 11(B) and 12(B); failure to pay non-exempt employees overtime wages, and failure to properly calculate overtime wages, in violation of Labor Code §§ 510, 1194, 1198, and Wage Order No. 7-2001, § 3 (including but limited to off the clock work, failing to pay for travel time, failing to pay for training time, and editing/manipulating time entries); failure to pay non-exempt employees minimum wages for all hours worked, in violation of Labor Code §§ 1194, 1197, 1197.1, and Wage Order No. 7-2001, § 4; failure to pay non-exempt employees the unpaid balance of the full amount of minimum wage or overtime compensation, including interest, in violation of Labor Code § 1194; willful failure to pay discharged or quitting non-exempt employees all wages due, in violation of Labor Code §§ 201-203; failure to provide accurate itemized wage statements to non-exempt employees in violation of Labor Code §§ 226, 1174, and 1174.5; and failure to maintain required records of non-exempt employees, in violation of Labor Code §§ 1174, 1174.5, and Wage Order No. 7-2001, § 7; failure to indemnify aggrieved employees for employment expenditures, and/or losses, in violation of California Labor Code § 2802; failure to provide suitable seating, in violation of IWC Wage Order No. 7-2001, § 14; failure to implement a workplace violence prevention policy in violation of California Labor Code §§ 6401.7 and 6401.9; and the failure to implement written indoor and outdoor health prevent policies and comply with California Labor Code § 6721 and the recently amended Section 3395 of Title 8 of the California Code of Regulations.

FACTS AND THEORIES

Mr. Moran was employed by Employers as a Cook, a non-exempt, hourly position paid at the rate of \$17.95. Mr. Moran worked at Employers' market located at 1710 Oakland Rd, San Jose, California 95131. Mr. Moran began his employment with Employers starting on or around October 20, 2024 till January 19, 2025, when he resigned. Mr Moran's duties included but were not limited to, food preparation, pricing products, ordering products and any other job duty as directed by employers.

Employers operate nineteen or more supermarket throughout the State of California. Employers' stores are located in Arcadia, Balboa, Buena Park, Chino, Diamond Bar, Dublin, Garden Grove, Irvine, Irvine NorthPark, Irvine WestPark, Los Angeles City Center, Los Angeles Korea Town, Los Angeles Madang, Lakewood, San Diego, San Francisco, San Jose De Anza, San Jose Oakland, and Torrance, California. Employers operate and apply the same Labor Code violations to each of its stores, applying the same illegal wage and hour policies to Mr. Moran and the other aggrieved employees and exercised control over their wages, hours, and working conditions and suffered and permitted them to work.

Aggrieved employees other than Mr. Moran include, but are not limited to, all hourly, non-exempt employees who similarly experienced the same wage and hour violations at Employers markets and logistics facilities throughout the State of California.

Mr. Moran on behalf of himself and other aggrieved employees of Employers in the State of California during the one (1) year preceding the date of this notice letter, alleges the following facts and theories:

I. Meal Period Violations

Pursuant to California Labor Code § 226.7, 512 and IWC Order No. 7-2001, § 11, no employer shall employ any non-exempt employee for a work period of more than five (5) hours without a meal period of not less than thirty (30) minutes. An employer is required to pay one (1) hour of compensation for each missed or non-compliant meal periods to its non-exempt employees, and must also provide the right to second meal periods during shifts of longer than ten (10) hours. Employer regularly did not allow its non-exempt employees, including Mr. Moran, to take a full thirty-minute meal period, meal periods were regularly short (less than thirty minutes), late (taken after 5 hours), and interrupted (work was performed during the meal period). More specifically, Employers failed to implement adequate policies or procedures to provide meal periods to their non-exempt employees. Among other things, Employers systemically understaffed their supermarkets such that Mr. Moran and the other aggrieved employees to miss or otherwise take non-compliant meal periods.

Next, Employers consistently denied Mr. Moran and other aggrieved employees compliant meal periods by requiring them to complete so much work during their shifts that they would regularly skip their meal periods or take them after working more than five (5) hours in a day, to perform work during meal periods, or to return to work after taking less than a thirty (30) minute meal period.

To the extent Employers had any policy regarding the provision of meal periods to its non-exempt employees, Employers' policy was to actively discourage such meal periods. Employers consistently denied Mr. Moran and other aggrieved employees compliant meal periods by requiring them to complete so much work within their shifts that they would be forced to skip their meal periods, to take them after working longer than five (5) hours, to perform work during their meal periods, or return to work after taking less than a thirty (30) minute meal period.

Employers further violated California Labor Code § 226.7 and IWC Wage Order No. 7- 2001 and any other applicable wage by willfully failing to compensate Mr. Moran and other aggrieved employees who were not provided with a meal period in compliance with California law with

one (1) additional hour of compensation at their regular rates of pay for each workday that a compliant meal period was not provided. Employers further violated California Labor Code § 226.7, 510, 1194, 1197, and IWC Wage Order No. 7-2001 and any other applicable wage order by failing to compensate Mr. Moran and other aggrieved employees for all hours worked during their meal periods.

II. Rest Period Violations

Employers failed to authorize and permit Mr. Moran and other aggrieved employees to take rest periods as required under California Labor Code §§ 226.7 and 512, and § 12 of IWC Wage Order No. 7-2001. Employers are required to provide a ten (10) minute rest period for every four hours worked or “major fraction” thereof in the middle of their shifts. Further, Employers are required to pay one (1) hour of compensation for each day in which a legally compliant rest period is not provided.

As with meal periods, Employers’ policies and practices caused Mr. Moran and other aggrieved employees to miss or otherwise take non-compliant rest periods by, among other things, giving them unreasonable amounts of work that had to be completed within their shift that rest periods simply could not be taken. Further, as mentioned above, Employers implemented skeletal staffing policies which resulted in the inability of Mr. Moran and other aggrieved employees to take compliant rest periods.

Further, Mr. Moran needed someone to cover for him while he took a rest period and no one was available. Moreover, other aggrieved employees needed permission from their supervisor in order to take their rest periods, and these requests were frequently denied. Mr. Moran and other aggrieved employees would not take rest periods during shifts between 3.5 and 4 hours even though one rest period is legally required during such shifts. For instance, Mr. Moran was so busy with his duties and responsibilities combined with Employers’ skeletal staffing policies, Mr. Moran was forced to take late rest periods not in the middle of his shifts but often within fifteen (15) minutes of the end of Mr. Moran’s shift. Employers also maintained complete control over the aggrieved employees when they attempted to take rest periods (not allowing aggrieved employees to leave work their work locations or being interrupted while on their rest periods); and other methods yet to be discovered.

Employers further violated California Labor Code § 226.7 and IWC Wage Order No. 7-2001, § 12 by failing to pay Mr. Moran and other aggrieved employees one (1) additional hour of compensation at their regular rates of pay for each workday that a legally-compliant rest period was not provided.

III. Recovery Period Violations

Employers intentionally and knowingly failed to provide recovery periods to the aggrieved employees as required under California Labor Code § 226.7 and California Code of Regulations, Title 8, Section 3395. Employers are required to provide recovery or “cooldown” periods to non-exempt employees in order to prevent heat illness. Further, Employers is required to pay one (1) additional hour of compensation at the non-exempt employee’s regular rate of pay for each workday in which the recovery period is not provided.

Mr. Moran and the other aggrieved employees worked in excessive heat and were not provided with recovery periods. Despite these work conditions, Employers failed to implement any policy or practice of providing proper recovery periods to their hourly, non-exempt employees.

Employers have similarly failed to make any efforts to comply with heat illness prevention regulations by providing for recovery periods or by supplying sufficient amounts of drinking water. There have been many days when Employers did not provide aggrieved employees with any water, and aggrieved employees had no knowledge they were entitled to take recovery periods and thus they never took them.

Employers further violated California Labor Code § 226.7 by failing to pay aggrieved employees one (1) additional hour of compensation at their regular rates of pay for each workday that a recovery period was not provided.

IV. Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510, 1194 and IWC Wage Order No. 7-2001, § 3, Employers are required to compensate Mr. Moran and other aggrieved employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Mr. Moran and other aggrieved employees are entitled to the protections of California Labor Code §§ 510, 1194 and IWC Wage Order No. 1-2001. Employers have failed to compensate Mr. Moran and other aggrieved employees for all overtime hours worked by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§ 510, 1194 and IWC Wage Order No. 7-2001, § 3; requiring, permitting or suffering Mr. Moran and other aggrieved employees to work off the clock; requiring, permitting or suffering Mr. Moran and other aggrieved employees to work through meal, recovery and rest periods but

not compensating them for this time, and failing to include this time in all hours worked; failing to properly calculate the regular rate of pay for the purposes of calculating overtime pay owed and due; illegally and inaccurately recording time in which Mr. Moran and other aggrieved employees worked; other methods to be discovered.

Employers have refused to perform its obligations to compensate Mr. Moran and other aggrieved employees for all overtime wages earned in violation of California Labor Code §§ 510, 1194, 1198, and IWC Wage Order No. 7-2001, § 3.

V. Failure to Pay Minimum Wages and Straight Time

Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 7-2001, § 4, and all other applicable wage orders, the payment to a non-exempt employee of less than the applicable minimum wage and straight time for all hours worked in a payroll period is unlawful.

Employers failed to pay Mr. Moran and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, permitting or suffering Mr. Moran and other aggrieved employees to work off the clock (preparing before and after shifts); requiring, permitting or suffering Mr. Moran and other aggrieved employees to work through meal, recovery and periods but not compensating them for this time and failing to include this time in all hours worked; and other methods to be discovered.

VI. Failure to Pay All Wages Due Upon Discharge or Termination

Pursuant to California Labor Code § 201, 202, and 203, California employers are required to pay all earned and unpaid wages to a non-employee who is discharged. California Labor Code § 201 mandates that if an employer discharges a non-exempt employee, that employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to California Labor Code § 202, an employer is required to pay all accrued wages due to a non-exempt employee no later than 72 hours after the employee quits his or her employment, unless the employee provides 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the non-exempt employee at the same rate for up to thirty (30) workdays.

Because Employers, among other things, requires Mr. Moran and other aggrieved employees to work off the clock without compensation, fail to pay them minimum wages, and failed to pay premium payments for non-compliant meal, recovery and rest periods, Employers have willfully failed and continues to fail to pay wages due to Mr. Moran and other aggrieved employees in accordance with California Labor Code §§ 201 and 202.

VII. Failure to Maintain Required Records

Employers failed to maintain records as required under California Labor Code §§ 226, 247.5, 1174, and § 7 IWC Wage Order No. 7-2001 and any other applicable wage order, including but not limited to, the following records: total daily hours worked by each employee, applicable rate of pay; all deduction; meal periods; overtime hours worked; and accurate itemized statements that reflect all compensation and remuneration owed and due to them.

Employers are not providing their non-exempt employees with proper meal, recovery and rest periods, and that they fail to include in the wage statements one (1) extra hour of compensation for each missed, interrupted and/or late meal, recovery rest periods.

VIII. Failure to Furnish Accurate Itemized Wage Statements

Employers failed to provide Mr. Moran and other aggrieved employees with timely, accurate, and itemized wage statements in writing accurately showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 § 7 of IWC Wage Order No. 7-2001, and any other applicable wage orders.

Employers wage statements violate Labor Code §226 on their face by, among other things, failing to state all minimum wages earned by Mr. Moran and other aggrieved employees. Employers intentionally failed to include in their wage statements one (1) additional hour of compensation at their regular rate of pay for each non-compliant meal or rests periods. For instance, Employers have also failed to pay Mr. Moran and the other aggrieved employees premium payments for late rest periods and not paying premium payments, as described herein, rendering their wage statements incomplete and inaccurate.

IX. Failure to Provide Suitable Seating

IWC Wage Order No. 7-2001, § 14 provides:

“(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

Employers failed to provide suitable seating by not providing any seats or stools at the cash Registers, or other work stations, operated by Mr. Moran and other aggrieved employees. For instance, the nature of the work reasonably permitted Mr. Moran and the other aggrieved employees to use of seats or stools when working as a cashier, bagger, stocking shelves or working in the bakery. To the extent that the use of seats or stools could interfere with their work duties, at all times herein it is and has been reasonable for Employers to place seats or stools in reasonable proximity to the cash registers to be used by Mr. Moran and other aggrieved employees when doing so would not interfere with their job duties.

X. Failure to Indemnify Employees for Necessary Employment Expenditures

California Labor Code §2802(a) requires California employer to indemnify non-exempt 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.

Employers have failed to indemnify Mr. Moran and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Employers in violation of California Labor Code § 2802, particularly the use of personal cell phones during work hours relating to work matters, the maintenance of mandatory uniforms and shoes, and other methods yet to be discovered.

XI. Failure to Implement a Workplace Violence Prevention Policy

California Labor Code §§6401.7 and 6401.9 required Employers to develop and implement a workplace violence prevention plan in accordance with newly codified Labor Code section 6401.9, which sets out the requirements for the plan. Starting July 1, 2024, Employers were required to establish, implement, and maintain a Workplace Violence Prevention Plan that includes: 1) implementation of a Workplace Violence Prevention Plan; 2) maintaining a violence incidence log; 3) training program to discuss and prevent workplace violence; and 4) maintain records relating to workplace violence which includes, records of workplace violence hazard identifications, evaluations, and correction must be created and maintained for a minimum of

five years; training records must be created and maintained;. incident logs; and records of workplace violence incident investigations under must be maintained.

Here, during Mr. Moran's employment is not aware of the existence of a violence prevention policy as he was not provided with a policy or was her required to sign acknowledgement confirming the existence of a policy. As a result, Employers intentionally and willfully failed to implement a Workplace Violence Prevention Policy starting on or about July 1, 2024. Mr. Moran and the other aggrieved employees are entitled to recover penalties up to \$25,000 for serious violations, and up to \$158,727 for "willful" violations. See, Labor Code §§6401.7, 6401.9, 6428, and 6429.

X. Failure to Implement An Indoor and Outdoor Heat Prevention Policy

During Mr. Moran's employment with Employers, he was not aware of the existence of a Heat Prevention Policy. Employers intentionally and knowingly failed to maintain adequate temperatures exposing Mr. Moran and the other aggrieved employees to temperature related hazards. As a result, Employers failed to maintain a comfortable working environment.

In particular, on June 20, 2024, the Occupational Safety and Health Standards Board approved California Code of Regulations, Title 8, section 3396, "Heat Illness Prevention in Indoor Places of Employment". This standard applies to most workplaces where the indoor temperature reaches 82°F. It established required safety measures for indoor workplaces to prevent worker exposure to risk of heat illness. This standard went into effect on July 23, 2024. Employers have failed to comply with the mandates of the new OSHA regulations and California law. This intentional violation was systematic as Employers failed to implement an indoor Heat Prevention Program at their corporate headquarters and retail stores.

The applicable provisions of the IWC Wage Orders require temperature to be maintained at comfortable levels. Section 15 of the applicable Wage Orders States the following:

"15. Temperature

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort."

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Pursuant to California Labor Code §6721, Employers were mandated to implement indoor heat prevention standards as set forth in the recently amended Sections 3395 and 3396 of Title 8 of the California Code of Regulations, otherwise known as the Maria Isabel Vasquez Jimenez heat illness standard. Employers knowingly and willfully failed to implement Indoor Heat Prevention policies for Mr. Moran and the aggrieved employees at their headquarters and markets throughout the State of California.

Section 3396 required Employers to establish, implement, and maintain an effective Heat Illness Prevention Plan for indoor places of employment. The plan must be in writing and include procedures for water provision, access to cool-down areas, temperature measurement, emergency response, and acclimatization. Employers failed to establish, implement and maintain an effective Heat Illness Prevention Plan for both indoor and outdoor places of employment for Mr. Moran and the other aggrieved employees.

Employers' intentionally and knowingly failed to comply with California Labor Code §6721 and the recently amended Section 3395 of Title 8 of the California Code of Regulations will result in the imposition of substantial civil penalties. In particular, California Labor Code §6428 provides that any employer which violates any occupational safety or health standard shall be assessed a civil penalty of up to \$25,000 for each serious violation. Any employer that operates without an injury prevention program can be assessed heightened penalties of up to \$124,708. See, California Labor Code §6429. As a result of Employers failure to implement a Heat Prevention Policy, the maximum penalties should be imposed.

DEMAND

This notice shall further represent Mr. Moran's reasonable attempt to settle his dispute with Employers prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Employers of Mr. Moran's aforementioned grievances and the proposed remedies as detailed below, while affording Employers a reasonable opportunity to meet Mr. Moran's demands.

Demand is hereby made that Employers shall agree, in writing received by this office no later than thirty-three (33) calendar days from the postmark date of this notice, to pay Mr. Moran and all other aggrieved employees employed by Employers at any time during the past twelve (12) months, back pay and compensation for the above-referenced violations. Additionally, demand is hereby made that Employers shall agree to comply with all California wage and hour laws as described herein and ensure that its hourly aggrieved employees are paid proper overtime compensation and given required meal and rest periods. In addition, the following demands are hereby made:

1. Employers shall agree to conduct a survey or interview of all aggrieved employees in California during the past twelve (12) months to obtain information from them about the number of meal, recovery and rest periods each employee missed during their work shifts, with the investigation to be completed within thirty (30) days;
2. Employers shall agree to pay each aggrieved employee one (1) hour of pay for every shift in which he or she missed or otherwise did not take a compliant meal, recovery or rest period, as required by California Labor Code § 226.7 and the applicable wage order;
3. Employers shall agree to pay each aggrieved employee all unpaid overtime hours, as required pursuant to California Labor Code §§ 510, 1194, 1198, and Wage Order No. 7-2001, § 3;
4. Employers shall agree to pay each aggrieved employee all unpaid minimum and overtime hours, as required pursuant to California Labor Code §§ 510, 1194, 1198, and Wage Order No. 7-2001, § 4;
5. Employers shall agree to reimburse those aggrieved employees who were forced to pay for any business expenses incurred for the benefit of Employers pursuant to California Labor Code § 2802;
6. Employers shall further agree to cure their wage statement violations by providing fully compliant, itemized wage statements, to each and every aggrieved employee for each pay period for one (1) year prior to the date of this notice letter;
7. Employers shall agree to pay a thirty (30) day waiting time penalty, equal to thirty (30) days of pay, to each formerly employed aggrieved employee who reports any unpaid wages as described herein;
8. Employers shall provide proof of suitable seating provided to all aggrieved employees at all reasonable locations, including but not limited to, cash registers, breakrooms, baking areas, meat and produce departments, etc.;
9. Employers, in the alternative, shall conduct an audit to determine the feasibility to provide suitable seating facilities at each of their stores, within thirty (30) days of this Notice;

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10. Employers, thereafter, shall conduct an audit to confirm that suitable seating is provided to all aggrieved employees, where reasonably practicable, within (30) days of this Notice;
11. Employers shall agree to pay accrued interest to all aggrieved employees at the rate of ten percent (10%) per annum for said unpaid wages;
12. Employers shall immediately implement a Workplace Violence Prevention Policy and take all reasonable steps to reduce excessive heat at each of its facilities.
13. Employers shall immediately implement an indoor heat prevention policy consistent with California Labor Code §6721 and the recently amended Section 3395 of Title 8 of the California Code of Regulations, and conduct an audit of the indoor temperatures of its warehouses since July 1, 2024; and
14. Employers shall agree to pay all penalties and civil penalties due arising from the violations of the California Labor Code and IWC wage order sections referenced above and pursuant to PAGA, California Labor Code § 2698 *et seq.*

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice, via United States Certified Mail to:

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Thank you for your prompt attention to this matter.

Very Truly Yours,



Scott Ernest Wheeler
SEW/yc