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July 18, 2025

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

T.J. Maxx of CA, LLC
770 Cochituate Road
Framingham, MA 01701
Defendant certified mail #7022 1670 0001 8569 0400

VIA CERTIFIED MAIL

Agent for Service of Process
CT Corporation System
330 N Brand Blvd Ste 700
Glen Dale, CA 91203
Agent certified mail # 7022 1670 0001 8569 0370

VIA CERTIFIED MAIL

T.J. Maxx of CA, LLC
PO Box 9146
Framingham, MA 01701
Defendant certified mail # 7022 1670 0001 8569 0387

VIA CERTIFIED MAIL

T.J. Maxx of CA, LLC
730 W Hammer Ln
Stockton, CA 95210
Defendant certified mail # 7022 1670 0001 8569 0394

Re: ***Roxan Gancinia v. T.J. Maxx of CA, LLC – Labor Code Violations of T.J. Maxx of CA, LLC – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act – LWDA Case No. LWDA-CM-915231-22 - AMENDED***

Dear Sir or Madam:

This office represents Roxan Gancinia (“Plaintiff”), a former California employee of T.J. Maxx of CA, LLC (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants on or about April 30, 2007 and concluded her employment on or about August 19, 2022. At the time Plaintiff concluded working for Defendant, Plaintiff was earning approximately \$16.88 per hour.

Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Orders No. 7-2001, Sections 11 and 12 and 7-2001(A)(3).

Plaintiff and Defendants' California employees were required to work off the clock for Defendant. Defendant routinely made Plaintiff and its California employees undergo a COVID-19 screening or perform other pre-shift duties prior to the start of their scheduled shifts. When Plaintiff would arrive, she was not allowed to clock-in for the day until she passed a medical examination to screen Plaintiff for symptoms of COVID-19. The time spent waiting in these COVID-19 screening line, undergoing the COVID-19 screening itself, and the time between completing the COVID-19 screening took Plaintiff on the average of 3-5 minutes to complete. Moreover, Plaintiff and Defendant California employees were asked to arrive to work 10 minutes prior to clocking in without being compensated for it. It took Plaintiff on the average of 3-5 minutes to wait in line prior to clocking in. California employees also needed to wait near the front of the store after clocking out but before being permitted to leave to allow for setting the alarm or other security checks. Defendants did not compensate Plaintiff and Defendants' California employees if these tasks were completed outside of her regular work hours. Defendants did not compensate Plaintiff and Defendants' California employees if these tasks were completed outside of her regular work hours. These excess hours were not recorded on our client's and Defendants' California employees wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but she was not in violation of Labor Code Sections 510, 1194, 1194.2, 1197 and 1197.1. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510, 1194, and 1197, and IWC Order No. 7-2001, Section 11.

Plaintiff, on behalf of herself and all other California employees of Defendant claims that Defendant has failed to pay all overtime wages due to non-exempt employees. Defendant pays their employees bonuses and commissions which are not included in the employees regular rate of

pay for the purposes of computing the proper overtime rate. As a result, employees are not properly compensated for work performed in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek, and/or for meal period premiums, and/or sick pay at a rate of no less than one and one-half times the regular rate of pay. These failures to pay all overtime wages constitute violations of Labor Code §§ 226.7, 510, 1194, and 1194.2, and IWC Order No. 7-2001, Sections 11 and 12.

Defendants have required Plaintiff and Defendant's California employees to work hours in excess of eight hours in a day and forty in a week but had not paid these employees overtime compensation as required by their collective bargaining agreement in violation of Labor Code § 222. Defendants also required employees to report for work but furnished less than half the usual or schedule pay or when reporting a second time in a single workday, in violation of Cal. Code Regs. Tit. 8 § 11040, subdi 5(A) and (B).

Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendants paid her and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203 and/or 227.3.

Defendant pays Plaintiff and it's California employees on a weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

Defendant failed to reimburse Plaintiff and Defendant's California employees for the equipment they purchased to perform work for Defendant such as face masks. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

Defendants failed to continue to take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees, directly after the onset of COVID, were required to partake in mandatory temperature and health checks, but these activities were not enforced or practiced quickly after the onset of COVID and when COVID was still a health risk to the employees. Plaintiff and Defendant's California employees were also required to provide their own masks at the workplace. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as outlines above. Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et seq.*

Defendants failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

Plaintiff and other aggrieved employees perform tasks the reasonably permit the use of seats which were not provided under Cal. Code Regs. Tit. 8 § 1 1080(14). Plaintiff and other aggrieved employees further allege that sick time accrual was not accurately calculated under Labor Code section 246. Plaintiff and all other aggrieved employees bring this claim pursuant to *Business & Professions Code* § 17200, *et seq.* The conduct of all Defendants as alleged above has been and continues to be unfair, unlawful, and harmful to Plaintiff and Defendant's California employees.

Plaintiff further alleges that Defendant failed to comply with Labor Code §§ 221, 227.3, 233, 246, 558(a)(1)(2), 1197, 1197.1, 1198.

Conclusion

Accordingly, Plaintiff and aggrieved employees allege violations of and seek recovery pursuant to Labor Code sections 201-203, 204, 210, 218, 221, 222, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6400, 6401, 6402, 6403, 6404, 6407; *Business and Professions Code* section 17200; *California Code of Regulations*, Title 8 sections 3202, 11040 subdivision 5(A)-(b), and 11070(14); and any and all applicable Wage Orders.

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We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in black ink, appearing to be 'Roman Otkupman', is written over a horizontal line.

ROMAN OTKUPMAN