



FINNEGAN & DIBA

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July 29, 2025

– Via Certified U.S. Mail –
[Return Receipt Requested]

Whole Foods Market California, Inc.
6401 Hollis Street, Suite 150
Emeryville, CA 94608

CT Corporation System
330 N Brand Boulevard, Suite 700
Glendale, CA 91203

**RE: GUILLERMO ALARCON v. WHOLE FOODS MARKET CALIFORNIA, INC.
L.W.D.A. CASE NO.: PENDING
NOTICE OF INTENT TO SEEK CIVIL PENALTIES PURSUANT TO LABOR
CODE § 2698, ET SEQ.**

To Whom It May Concern:

As you are aware, Finnegan & Diba, ALC has been retained by Mr. Guillermo Alarcon (Hereinafter “Employee”) concerning a lawsuit against his former employer, WHOLE FOODS MARKET CALIFORNIA, INC. (Hereinafter “Employer”).

I am writing this letter to inform you of Employee’s intent to seek recovery of civil penalties pursuant to the provisions of the California Labor Code Sections 2698, 2699, 2699.3, and 2699.5, also known as the Labor Code Private Attorneys General Act of 2004 (PAGA), as well as the factual basis supporting Employee’s allegations of Employer’s violations of specific sections of the California Labor Code, as explained more specifically below.

From about March of 2014 and through his termination, Employee worked for Employer as a Team Leader. Employee was continuously employed by Employer throughout the duration of his employment.

Employee contends he was not paid all wages earned for services rendered for Employer’s benefit. Specifically, Employee was not paid all wages earned, inclusive of overtime pay incurred for preparatory and closing labor outside of store hours and in completion of excessive workloads assigned by Employer.

Employer did not provide Employee the opportunity to take mandated meal periods. Employee was routinely pressured to confirm he had taken a proper meal break, irrespective of the accuracy of that confirmation. If an employee reported more than two violations of the meal period requirements, the Employer would subject that employee to disciplinary action without respect to accuracy of meal breaks taken. Employer relied on Employee for constant availability during

working hours, regardless of his entitlement to meal or rest breaks. While on-site, Employee was required to carry a walkie-talkie at all times to ensure uninterrupted store operations.

Employee further contends that he was not given all uninterrupted 10-minute rest breaks in accordance with California Labor Code and Wage Order requirements. Employee also contends that Employer's other workers were not given uninterrupted 10-minute rest breaks either. Neither Employee nor Employer's other employees were paid premium wages for missed breaks. Employee also contends they were not paid all wages due upon termination.

As a result, Employer failed to keep accurate records of Employee's hours worked and income earned, failed to provide accurate wage statements, and failed to pay all wages due upon discharge. On information and belief, Employer treated all employees similarly situated as Employee in the same manner.

The result is that Employer is liable for civil penalties arising out of their pattern and practice of failing to comply with various California Labor Code sections. Employer's above-described conduct results in violations of the following labor codes:

Failure to Pay All Wages Earned – Labor Code §§ 203, 204, 1194, & 1197: Employee alleges Employer intentionally failed to pay wages when due. Specifically, Employer failed to pay all wages earned as mandated by Labor Code § 204 since Employer was not paying Employees all regular and overtime wages earned or missed break premium wages each pay period. As a result of Employer's failure to pay Client all wages earned, Employer violated Labor Code § 204. As a further result of Employer's failure to pay all wages earned upon discharge of employee, Employer is liable for all penalties, statutory and civil, for violation of Labor Code § 203, which Employer has failed to do to date.

Failure to Pay Overtime Wages – Labor Code §§ 510, 1194, 1198: Employee alleges Employer intentionally failed to pay overtime wages due for all work performed in excess of eight (8) hours in one (1) workday and all work performed in excess of forty (40) hours in one workweek in violation of Labor Code §§ 510, 1194, 1197, and the applicable wage order.

Failure to Provide Mandated Meal Breaks or Pay Premium Wages - Labor Code §§ 512 & 226.7: Employee alleges Employer intentionally failed to provide Employees and Employer's other employees with statutorily mandated meal breaks and failed to pay one additional hour of pay at the regular rate of compensation for each workday that the meal period was not provided. Client maintains that Employer is liable for civil penalties for violations of Labor Code §§ 512 and 226.7, in addition to the unpaid premium wages.

Failure to Provide Mandated Rest Breaks or Pay Premium Wages - Labor Code §§ 512 & 226.7: Employee alleges Employer intentionally failed to provide Employees and Employer's other employees with statutorily mandated rest breaks and failed to pay one additional hour of pay at the regular rate of compensation for each workday that the rest period was not provided. As a result, Employer is liable for civil penalties for violation of Labor Code §§ 512 and 226.7, in addition to the unpaid premium wages.

Failure to Pay All Wages Due Upon Discharge – Labor Code §§ 201, 202, & 203:

Employer violated Labor Code § 201 and 202 since it did not pay Employees and other employees all wages due after the end of employment. Specifically, Employer owed Employees and other employees unpaid wages, and unpaid premium wages for failing to provide meal and rest breaks. As result of Employer's failure to pay all wages earned upon discharge of Employees and its employees, Employer is liable for all civil penalties for violation of Labor Code §§ 201, 202, and 203.

Failure to Provide Accurate Wage Statements - Labor Code §§ 226(a) & 226.3: Employee alleges Employer intentionally failed to provide accurate wage statements throughout the duration of Employees' employment in violation of Labor Code § 226(a). On account of Employer's failure to provide accurate wage statements to Employees or any of its employees, Employer is liable for civil penalties pursuant to Labor Code §§ 226.3, 2699(f) and 2699.5.

Failure to Maintain Accurate and Adequate Records - Labor Code § 1174(d) & 1174.5:

As a result of failing to account for all wages earned and owed to Employees on Employer's wage statements, inclusive of regular wages, overtime wages and missed break premiums, Employer's records are all inaccurate. Since the records will not reflect all wages earned by Employees and Employer's other employees and because this failure to maintain accurate records is the result of intentional conduct by Employer, Employer is liable for civil penalties, pursuant to Labor Code §§ 2699(f), 2699.5, and 1174.5.

Employee anticipates filing a civil action concerning their wage and hour claims and seeking recovery of associated civil penalties as warranted by the California Labor Code, including but not limited to Labor Code § 2698, et seq. This letter is being sent to you to inform you of Employee's intent to collect civil penalties associated with Employers' violations of the California Labor Code as required by Labor Code § 2698, et seq. and factual support for same.

Sincerely,

Kasey Diba

Kasey Diba, Esq.

cc: Mr. Alarcon (by email only)