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August 29, 2025

VIA CERTIFIED U.S. MAIL & RETURN RECEIPT REQUESTED

9589-0710-5270-0056-9270-37

Department of Industrial Relations
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000
Sacramento, CA 95814
[Notice Filed Online via LWDA/PAGA Filing Portal]

Ross Stores, Inc.
c/o Amanda Garcia
330 N. Brand Blvd.
Glendale, CA 91203

Re: Melissa Hiltman v. Ross Stores, Inc.
PRIVATE ATTORNEY GENERAL ACT ("PAGA") NOTICE

Greetings:

My firm has been retained by Melissa Hiltman ("Ms. Hiltman") concerning her retaliation and wrongful termination action against Ross Stores, Inc. ("ROSS"). I am writing this letter to the Labor & Workforce Development Agency ("LWDA") to exhaust her administrative remedies pursuant to *Labor Code* §§ 2699 *et seq.* and 2699.3.

Ms. Hiltman worked for ROSS from on or about November 1, 2023 through on or about July 19, 2025 as a sales associate. Ms. Hiltman claims ROSS, as her employer, retaliated against and wrongfully terminated her in violation of California *Labor Code* §§ 232.5, 1102.5 & 6310, at least in part, due to her reporting to ROSS the violation of relevant health and safety laws as well as unlawful conduct in the workplace, including, but not limited to, unsafe working conditions that caused and/or put employees at immediate risk of physical injury, assault, battery, and other violations of California law relevant to health and safety codes and/or the Fair Employment and Housing Act.

Specifically, on or around July 7, 2025, Ms. Hiltman complained to ROSS about unlawful risks to the health and safety of employees in the workplace, including that one of the store's parking lot lights was broken causing extremely poor visibility which allowed for the assault and battery of a fellow ROSS employee. Ms. Hiltman complained that these unsafe working conditions created a substantial risk of harm to both herself, and her coworkers. On or about July 19, 2025, ROSS retaliated against and wrongfully terminated Ms. Hiltman due to her reports and/or

complaints of the work environment, including the aforementioned unsafe and/or unlawful working conditions and/or practices.

As a result of these circumstances, Ms. Hiltman is preparing to file a civil lawsuit with the Los Angeles Superior Court asserting civil claims including those for retaliation and wrongful termination as set forth by *Labor Code* §§ 232.5, 1102.5 & 6310, among other claims. The purpose of this letter is to learn whether the LWDA intends to investigate Ms. Hiltman's allegations regarding ROSS's violations of *Labor Code* §§ 232.5, 1102.5, & 6310, and the potential civil penalties specified by *Labor Code* §§ 1102.5(f), 1103, and 2699 *et seq.*

Submitted concurrently with this letter is the required filing fee of \$75.00, per the PAGA requirements. Thank you for your assistance and cooperation in this matter. Should you have any questions, please contact me at (213) 382-2222.

Sincerely,

A handwritten signature in cursive script that reads "German Monroy Esq.".

GERMAN MONROY, ESQ.
EMPLOYEE JUSTICE LEGAL GROUP

**PROOF OF SERVICE
STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES**

I reside in the county of Los Angeles, State of California, I am over the age of eighteen and not a party to the within action; my business address 1001 Wilshire Blvd., Los Angeles, California 90017. On the date shown below, I served the foregoing document, described as:

1. Private Attorney General Act Notice.

On the intended parties by placing the true copies thereof in a sealed envelope addressed to:

Department of Industrial Relations
California Labor & Workforce Development Agency
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Sacramento, CA 95814
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I am “readily familiar” with the firm’s practices of collection and processing correspondence for mailing. Under that practice it would be deposited with the U. S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on the motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of the deposit for mailing an affidavit of service thereof.

Executed on August 29, 2025, in Los Angeles, California.

I declare under the penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Name: Evelyn Maldonado

Signature: *Evelyn C. Maldonado*