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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

02/18/2025

By: P. Russell Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

NICHOLAS ABLES, RONALD MCDILL,
and DERREONTE WALLACE, individually;

Plaintiffs,

v.

TONY'S FINE FOODS, a California
corporation; UNITED NATURAL FOODS
WEST, INC., a California corporation; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: **25CV003826**

COMPLAINT FOR DAMAGES

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code §§ 2698, *et seq.* (Private Attorneys General Act of 2004);
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs NICHOLAS ABLES, RONALD MCDILL, and
DERREONTE WALLACE (“Plaintiffs”), individually, and allege as follows:

JURISDICTION AND VENUE

1. The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Sacramento. The majority of the acts and omissions alleged herein relating to Plaintiffs took place in the State of California, County of Sacramento. Defendants employed Plaintiffs within the State of California, County of Sacramento.

PARTIES

5. Plaintiffs NICHOLAS ABLES, RONALD MCDILL, and DERREONTE WALLACE are individuals residing in the State of California.

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1 6. Defendant TONY’S FINE FOODS, at all times herein mentioned, was and is,
2 upon information and belief, a California corporation, and at all times herein mentioned, was
3 and is, an employer whose employees are engaged throughout the State of California,
4 including the County of Sacramento. Defendant UNITED NATURAL FOODS WEST, INC., at
5 all times herein mentioned, was and is, upon information and belief, a California corporation,
6 and at all times herein mentioned, was and is, an employer whose employees are engaged
7 throughout the State of California, including the County of Sacramento.

8 7. At all relevant times, Defendant TONY’S FINE FOODS and UNITED
9 NATURAL FOODS WEST, INC. were each an “employer” of Plaintiffs within the meaning of
10 all applicable California laws and statutes.

11 8. At all times herein relevant, Defendants TONY’S FINE FOODS, UNITED
12 NATURAL FOODS WEST, INC., and DOES 1 through 100, and each of them, were the
13 agents, partners, joint venturers, joint employers, representatives, servants, employees,
14 successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant
15 hereto were acting within the course and scope of their authority as such agents, partners, joint
16 venturers, joint employers, representatives, servants, employees, successors, co-conspirators
17 and assigns, and all acts or omissions alleged herein were duly committed with the ratification,
18 knowledge, permission, encouragement, authorization, and consent of each defendant
19 designated herein.

20 9. The true names and capacities, whether corporate, associate, individual or
21 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs, who sue
22 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on
23 that information and belief allege, that each of the Defendants designated as a DOE is legally
24 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
25 the injuries and damages to Plaintiffs as alleged in this Complaint. Plaintiffs will seek leave of
26 court to amend this Complaint to show the true names and capacities when the same have been
27 ascertained.

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10. Defendants TONY’S FINE FOODS, UNITED NATURAL FOODS WEST, INC., and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

GENERAL ALLEGATIONS

12. During the relevant time period set forth herein, Defendants employed Plaintiffs as hourly-paid or non-exempt employees during the relevant time period in the State of California, County of Sacramento.

13. Defendants had the authority to hire and terminate Plaintiffs; to set work rules and conditions governing Plaintiffs' employment; and to supervise their daily employment activities.

14. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' employment for them to be joint employers of Plaintiffs.

15. Defendants directly hired and paid wages and benefits to Plaintiffs.

16. Plaintiffs worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

17. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against Plaintiffs. This scheme involved, inter alia, failing to pay them for all hours worked, missed meal periods, and missed rest breaks in violation of California law.

18. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs were entitled to receive certain wages for overtime compensation and that Plaintiffs were not receiving wages for overtime compensation.

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1 19. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 failed to provide Plaintiffs the required rest and meal periods during the relevant time period as
3 required under the Industrial Welfare Commission Wage Orders and thus they are entitled to
4 any and all applicable penalties.

5 20. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Plaintiffs were entitled to receive all timely and complete
7 meal periods or payment of one additional hour of pay at Plaintiffs' regular rate of pay when a
8 meal period was missed, late or interrupted, and that Plaintiffs did not receive all timely and
9 proper meal periods or payment of one additional hour of pay at their regular rate of pay when
10 a meal period was missed.

11 21. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Plaintiffs were entitled to receive all timely rest periods
13 without interruption or payment of one additional hour of pay at Plaintiffs' regular rate of pay
14 when a rest period was missed, late or interrupted, and that Plaintiffs did not receive all rest
15 periods or payment of one additional hour of pay at their regular rate of pay when a rest period
16 was missed.

17 22. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Plaintiffs were entitled to receive at least minimum wages for
19 compensation and that Plaintiffs were not receiving at least minimum wages for all hours
20 worked.

21 23. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 knew or should have known that Plaintiffs were entitled to receive the wages owed to them
23 upon discharge or resignation, including overtime and minimum wages and meal and rest
24 period premiums, and that Plaintiffs did not, in fact, receive such wages owed to them at the
25 time of their discharge or resignation.

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1 24. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs were entitled to receive complete and accurate wage
3 statements in accordance with California law, but, in fact, Plaintiffs did not receive complete
4 and accurate wage statements from Defendants. The deficiencies included, inter alia, the
5 failure to include the total number of hours worked by Plaintiffs.

6 25. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that Plaintiffs were entitled to reimbursement for necessary
8 business-related expenses.

9 26. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 knew or should have known that Defendants had to keep complete and accurate payroll records
11 for Plaintiffs in accordance with California law, but, in fact, did not keep complete and
12 accurate payroll records for Plaintiffs.

13 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 knew or should have known that they had a duty to compensate Plaintiffs pursuant to
15 California law, and that Defendants had the financial ability to pay such compensation, but
16 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs that
17 they were properly denied wages, all in order to increase Defendants' profits.

18 28. During the relevant time period set forth herein, Defendants failed to pay
19 overtime wages to Plaintiffs for all hours worked. Plaintiffs were required to work more than
20 eight (8) hours per day and/or forty (40) hours per week without overtime compensation.

21 29. During the relevant time period set forth herein, Defendants failed to provide the
22 requisite uninterrupted and timely meal and rest periods to Plaintiffs.

23 30. During the relevant time period set forth herein, Defendants failed to pay
24 Plaintiffs at least minimum wages for all hours worked.

25 31. During the relevant time period set forth herein, Defendants failed to pay
26 Plaintiffs the wages owed to them upon discharge or resignation.

27 32. During the relevant time period set forth herein, Defendants failed to provide
28 complete or accurate wage statements to Plaintiffs.

33. During the relevant time period set forth herein, Defendants failed to keep complete or accurate payroll records for Plaintiffs.

34. During the relevant time period set forth herein, Defendants failed to properly compensate Plaintiffs pursuant to California law in order to increase Defendants' profits.

35. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC.,

and DOES 1 through 100)

36. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 35, and each and every part thereof with the same force and effect as though fully set forth herein.

37. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

38. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs, who work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

39. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

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1 48. During the relevant time period set forth herein, the applicable IWC Wage
2 Order and California Labor Code section 512(a) provide that an employer may not require,
3 cause or permit an employee to work for a work period of more than five (5) hours per day
4 without providing the employee with a meal period of not less than thirty (30) minutes, except
5 that if the total work period per day of the employee is no more than six (6) hours, the meal
6 period may be waived by mutual consent of both the employer and employee.

7 49. During the relevant time period set forth herein, the applicable IWC Wage
8 Order and California Labor Code section 512(a) further provide that an employer may not
9 require, cause, or permit an employee to work for a work period of more than ten (10) hours
10 per day without providing the employee with a second uninterrupted meal period of not less
11 than thirty (30) minutes, except that if the total hours worked is no more than twelve (12)
12 hours, the second meal period may be waived by mutual consent of the employer and the
13 employee only if the first meal period was not waived.

14 50. During the relevant time period set forth herein, Plaintiffs were scheduled to
15 work for a period of time no longer than six (6) hours, and who did not waive their legally-
16 mandated meal periods by mutual consent, were required to work for periods longer than five
17 (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
18 without a rest period.

19 51. During the relevant time period set forth herein, Plaintiffs were scheduled to
20 work for a period of time no longer than twelve (12) hours, and who did not waive their
21 legally-mandated meal periods by mutual consent, were required to work for periods longer
22 than ten (10) hours without an uninterrupted meal period of not less than thirty (30) minutes
23 and/or without a rest period.

24 52. During the relevant time period set forth herein, Plaintiffs were scheduled to
25 work for a period of time in excess of six (6) hours were required to work for periods longer
26 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes
27 and/or without a rest period.

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53. During the relevant time period set forth herein, Plaintiffs were scheduled to work for a period of time in excess of twelve (12) hours were required to work for periods longer than ten (10) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

54. During the relevant time period set forth herein, Defendants intentionally and willfully required Plaintiffs to work during meal periods and failed to compensate Plaintiffs the full meal period premium for work performed during meal periods.

55. During the relevant time period set forth herein, Defendants failed to pay Plaintiffs the full meal period premium due pursuant to California Labor Code section 226.7.

56. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

57. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

**(Against TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC.,
and DOES 1 through 100)**

58. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 57, and each and every part thereof with the same force and effect as though fully set forth herein.

59. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' employment by Defendants.

60. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

1 61. During the relevant time period set forth herein, the applicable IWC Wage
2 Order provides that “[e]very employer shall authorize and permit all employees to take rest
3 periods, which insofar as practicable shall be in the middle of each work period” and that the
4 “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes
5 net rest time per four (4) hours or major fraction thereof” unless the total daily work time is
6 less than three and one-half (3 ½) hours.

7 62. During the relevant time period set forth herein, Defendants required Plaintiffs
8 to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period
9 per each four (4) hour period worked.

10 63. During the relevant time period set forth herein, Defendants willfully required
11 Plaintiffs to work during rest periods and failed to pay Plaintiffs the full rest period premium
12 for work performed during rest periods.

13 64. During the relevant time period set forth herein, Defendants failed to pay
14 Plaintiffs the full rest period premium due pursuant to California Labor Code section 226.7.

15 65. Defendants’ conduct violates applicable IWC Wage Orders and California
16 Labor Code section 226.7.

17 66. Pursuant to the applicable IWC Wage Orders and California Labor Code section
18 226.7(b), Plaintiffs are entitled to recover from Defendants one additional hour of pay at the
19 employees’ regular hourly rate of compensation for each workday that the rest period was not
20 provided.

21 **FOURTH CAUSE OF ACTION**

22 **(Violation of California Labor Code §§ 1194 and 1197)**

23 **(Against TONY’S FINE FOODS, UNITED NATURAL FOODS WEST, INC.,**

24 **and DOES 1 through 100)**

25 67. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
26 through 66 and each and every part thereof with the same force and effect as though fully set
27 forth herein.

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68. During the relevant time period set forth herein, California Labor Code sections 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed, is unlawful.

69. During the relevant time period set forth herein, Defendants failed to pay minimum wages to Plaintiffs as required, pursuant to California Labor Code sections 1194 and 1197.

70. Defendants' failure to pay Plaintiffs the minimum wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiffs are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

71. Pursuant to California Labor Code section 1194.2, Plaintiffs are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC., and DOES 1 through 100)

72. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 71, and each and every part thereof with the same force and effect as though fully set forth herein.

73. During the relevant time period set forth herein, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours 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.

74. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay Plaintiffs who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

75. Defendants' failure to pay Plaintiffs who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

76. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

77. Plaintiffs are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as provided by Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC.,

and DOES 1 through 100)

78. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 77, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 79. During the relevant time period set forth herein, California Labor Code section
2 226(a) provides that every employer shall furnish each of his or her employees an accurate
3 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
4 employee, (3) the number of piece-rate units earned and any applicable piece rate if the
5 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
6 written orders of the employee may be aggregated and shown as one item, (5) net wages
7 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
8 employee and his or her social security number, (8) the name and address of the legal entity
9 that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate by the employee. The deductions
11 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
12 showing the month, day, and year, and a copy of the statement or a record of the deductions
13 shall be kept on file by the employer for at least three years at the place of employment or at a
14 central location within the State of California.

15 80. Defendants have intentionally and willfully failed to provide Plaintiffs with
16 complete and accurate wage statements. The deficiencies include but are not limited to: the
17 failure to include the total number of hours worked by Plaintiffs.

18 81. As a result of Defendants' violation of California Labor Code section 226(a),
19 Plaintiffs have suffered injury and damage to their statutorily protected rights.

20 82. More specifically, Plaintiffs have been injured by Defendants' intentional and
21 willful violation of California Labor Code section 226(a) because they were denied both their
22 legal right to receive, and their protected interest in receiving, accurate and itemized wage
23 statements pursuant to California Labor Code section 226(a).

24 83. Plaintiffs are entitled to recover from Defendants the greater of their actual
25 damages caused by Defendants' failure to comply with California Labor Code section 226(a),
26 or an aggregate penalty not exceeding four thousand dollars per employee.

27 84. Plaintiffs are also entitled to injunctive relief to ensure compliance with this
28 section, pursuant to California Labor Code section 226(g).

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1 89. The Private Attorneys General Act of 2004 (“PAGA”) expressly establishes that
2 any provision of the California Labor Code which provides for a civil penalty to be assessed and
3 collected by the California Labor and Workforce Development Agency (“LWDA”), or any of its
4 departments, divisions, commissions, boards, agencies or employees for a violation of the
5 California Labor Code, may be recovered through a civil action brought by an aggrieved
6 employee on behalf of himself or herself, and other current or former employees.

7 90. On June 19, 2024, Plaintiff Wallace provided written notice to the LWDA and
8 Defendants of the specific provisions of the Labor Code he contends were violated, and the
9 theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by reference
10 is a copy of the June 19, 2024, notice to the LWDA. Plaintiff Wallace believes that on or about
11 August 23, 2024, the sixty-five (65) days’ notice period expired as to all Defendants and the
12 LWDA did not take any action to prosecute the case. On June 28, 2024, Plaintiff McDill
13 provided written notice to the LWDA and Defendants of the specific provisions of the Labor
14 Code he contends were violated, and the theories supporting his contentions. Attached hereto as
15 **Exhibit 2** and incorporated by reference is a copy of the June 19, 2024, notice to the LWDA.
16 Plaintiff McDill believes that on or about September 2, 2024, the sixty-five (65) days’ notice
17 period expired as to all Defendants and the LWDA did not take any action to prosecute the case.
18 On July 19, 2024, Plaintiff Ables provided written notice to the LWDA and Defendants of the
19 specific provisions of the Labor Code he contends were violated, and the theories supporting his
20 contentions. Attached hereto as **Exhibit 3** and incorporated by reference is a copy of the June 19,
21 2024, notice to the LWDA. Plaintiff Ables believes that on or about September 23, 2024, the
22 sixty-five (65) days’ notice period expired as to all Defendants and the LWDA did not take any
23 action to prosecute the case. Therefore, Plaintiffs exhausted their administrative remedies.

24 91. On January 2, 2025, Plaintiffs amended their notice to include predicate violations
25 of Labor Code sections 226(b)-(c) and 1198.5. Attached hereto as **Exhibit 4** and incorporated by
26 reference is a copy of the January 2, 2025, notice to the LWDA. Plaintiffs believe that on or
27 about March 8, 2025, the sixty-five (65) days’ notice period will expire as to the amended notice,
28 and Plaintiffs will amend their complaint to plead exhaustion.

92. Plaintiff are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they all are or were non-exempt employees of Defendants employed in California at any time during the period from June 2, 2022¹, to the present, and one or more of the alleged violations was committed against them.

Failure to Pay Minimum and Overtime Wages

93. At all times relevant herein, Defendants were required to compensate Plaintiffs for all hours worked and overtime wages for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the mandate of Labor Code sections 510, 1194, 1197, and 1198.

94. As a policy and practice, Defendants failed to compensate Plaintiffs for all hours worked, resulting in a failure to pay all minimum wages and overtime wages, where applicable.

Failure to Provide Meal Periods and Rest Breaks

95. At all times relevant herein, Defendants were required to authorize and permit their non-exempt employees to take a 10-minute rest break for every four (4) hours worked or major fraction thereof and were further required to provide their non-exempt employees with a 30-minute meal period for every five (5) hours worked, pursuant to the mandates of Labor Code sections 226.7 and 512.

96. As a policy and practice, Defendants failed to provide Plaintiffs with legally mandated meal periods and rest breaks and failed to pay proper compensation for this failure.

Failure to Timely Pay Wages During Employment

97. At all times relevant herein, Defendants were required to pay Plaintiffs within a specified time period pursuant to the mandate of Labor Code section 204.

98. As a policy and practice, Defendants failed to pay Plaintiffs all wages due and owing them within the required time period.

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¹ The June 19 and 28, 2024, and July 19, 2024, letters are amendments of the original June 19, 2023, letter. Plaintiffs were included as additional representative in the subsequent notices. Therefore, Plaintiffs’ PAGA claim relates back to the date of the original letter.

1 **Failure to Timely Pay Wages Upon Termination**

2 99. At all times relevant herein, Defendants were required to pay Plaintiffs all wages
3 owed in a timely fashion at the end of employment pursuant to the mandates of Labor Code
4 sections 201 to 204.

5 100. As a policy and practice, as a result of Defendants' Labor Code violations
6 alleged above, Defendants failed to pay Plaintiffs their final wages, pursuant to the mandates
7 of Labor Code sections 201 through 204. Accordingly, Defendants owe waiting time penalties
8 pursuant to Labor Code section 203.

9 **Failure to Provide Complete and Accurate Wage Statements**

10 101. At all times relevant herein, Defendants were required to keep *accurate* records
11 regarding their California employees, pursuant to the mandates of Labor Code sections 226 and
12 1174.

13 102. As a result of Defendants' various Labor Code violations, Defendants failed to
14 keep accurate records regarding Plaintiffs. For example, Defendants failed in their affirmative
15 obligation to keep accurate records regarding Plaintiffs' gross wages earned, total hours worked,
16 all deductions, net wages earned, and all applicable hourly rates and the number of hours worked
17 at each hourly rate.

18 **Failure to Reimburse Business Expenses**

19 103. At all times relevant herein, Defendants were required to reimburse Plaintiffs for
20 any and all necessary expenditures or losses incurred by the employees in direct consequences of
21 the discharge of their duties, pursuant to the mandates of Labor Code sections 2800 and 2802.

22 104. As a policy and practice, Defendants regularly failed to reimburse Plaintiffs for
23 all business expenses incurred and owed to them within the required time period.

24 **Penalties**

25 105. Pursuant to California Labor Code section 2699, Plaintiffs, individually, request
26 and are entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys'
27 fees and costs pursuant, including but not limited to:

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- a. Penalties under California Labor Code section 2699 in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- e. Wages under California Labor Code section 558 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code;
- f. Any and all additional penalties as provided by the Labor Code and/or other statutes; and
- g. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

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1 **NINTH CAUSE OF ACTION**

2 **(Violation of California Business & Professions Code § 17200, *et seq.*)**

3 **(Against TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC.,**

4 **and DOES 1 through 100)**

5 106. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
6 through 105, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 107. Defendants' conduct, as alleged herein, has been, and continues to be unfair,
9 unlawful and harmful to Plaintiffs, to the general public, and Defendants' competitors.
10 Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the
11 meaning of Code of Civil Procedure section 1021.5.

12 108. Defendants' activities as alleged herein are violations of California law, and
13 constitute unlawful business acts and practices in violation of California Business &
14 Professions Code section 17200, *et seq.*

15 109. A violation of California Business & Professions Code section 17200, *et seq.*
16 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
17 policy and practice of requiring Plaintiffs to work overtime hours without paying them proper
18 compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants'
19 policy and practice of requiring Plaintiffs to work through their meal and rest periods without
20 paying them proper compensation violate California Labor Code sections 226.7 and 512(a).
21 Moreover, Defendants' policy and practice of failing to timely pay wages to Plaintiffs violate
22 California Labor Code sections 201 and 202. Defendants also violated California Labor Code
23 sections 226(a), 1194, 1197, 2800 and 2802.

24 110. As a result of the herein described violations of California law, Defendants
25 unlawfully gained an unfair advantage over other businesses.

26 111. Plaintiffs have been personally injured by Defendants' unlawful business acts
27 and practices as alleged herein, including but not necessarily limited to the loss of money
28 and/or property.

112. Pursuant to California Business & Professions Code section 17200, *et seq.*, Plaintiffs are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, pray for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs;

2. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

3. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

4. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

5. For such other and further relief as the court may deem just and proper.

As to the Second Cause of Action

6. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs;

7. That the Court make an award to Plaintiffs of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

1 8. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 9. For premium wages pursuant to California Labor Code section 226.7(b);

4 10. For pre-judgment interest on any unpaid wages from the date such amounts
5 were due;

6 11. For reasonable attorneys' fees and costs of suit incurred herein; and

7 12. For such other and further relief as the court may deem just and proper.

8 **As to the Third Cause of Action**

9 13. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
11 rest periods to Plaintiffs;

12 14. That the Court make an award to Plaintiffs of one (1) hour of pay at each
13 employee's regular rate of compensation for each workday that a rest period was not provided;

14 15. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 16. For premium wages pursuant to California Labor Code section 226.7(b);

17 17. For pre-judgment interest on any unpaid wages from the date such amounts
18 were due; and

19 18. For such other and further relief as the court may deem just and proper.

20 **As to the Fourth Cause of Action**

21 19. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiffs;

23 20. For general unpaid wages and such general and special damages as may be
24 appropriate;

25 21. For pre-judgment interest on any unpaid compensation from the date such
26 amounts were due;

27 22. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
28 California Labor Code section 1194(a);

23. For liquidated damages pursuant to California Labor Code section 1194.2; and

24. For such other and further relief as the court may deem just and proper.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs;

26. For all actual, consequential, and incidental losses and damages, according to proof;

27. For statutory wage penalties pursuant to California Labor Code section 203 for the other class members who have left Defendants' employ;

28. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

29. For such other and further relief as the court may deem just and proper.

As to the Sixth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs, and willfully failed to provide accurate itemized wage statements thereto;

31. For actual, consequential and incidental losses and damages, according to proof;

32. For statutory penalties pursuant to California Labor Code section 226(e);

33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g); and

34. For such other and further relief as the court may deem just and proper.

As to the Seventh Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

36. For actual, consequential and incidental losses and damages, according to proof;

37. For the imposition of civil penalties and/or statutory penalties;
38. For punitive damages and/or exemplary damages according to proof at trial;
39. For reasonable attorneys' fees and costs of suit incurred herein; and
40. For such other and further relief as the court may deem just and proper.

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 2698, *et seq.*, by failing to pay minimum and overtime wages owed to Plaintiffs, failing to provide meal periods and rest breaks to Plaintiffs, failing to timely pay wages during employment and upon termination to Plaintiffs, failing to provide complete and accurate wage statements to Plaintiffs, and failing to reimburse all necessary business expenses incurred by Plaintiffs;

42. For civil penalties pursuant to Labor Code section 2699 *et seq.*, for Defendants' violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802;

43. For costs and attorneys' fees pursuant to Labor Code sections 210, 218.5, 1194, 2699, and any other applicable statute; and

44. For such other and further relief that the court may deem just and proper.

As to the Ninth Cause of Action

45. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code section 17200, *et seq.* by failing to provide Plaintiffs all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs, failing to pay Plaintiffs' wages timely as required by California Labor Code section 201, 202.

46. For restitution of unpaid wages to Plaintiffs and all pre-judgment interest from the day such amounts were due and payable;

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1 47. For the appointment of a receiver to receive, manage and distribute any and all
2 funds disgorged from Defendants and determined to have been wrongfully acquired by
3 Defendants as a result of violation of California Business and Professions Code section 17200,
4 *et seq.*;

5 48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Code of Civil Procedure section 1021.5;

7 49. For injunctive relief to ensure compliance with this section, pursuant to
8 California Business and Professions Code section 17200, *et seq.*; and

9 50. For such other and further relief as the court may deem just and proper.

10
11 Dated: February 18, 2025

JUSTICE LAW CORPORATION

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13 By:  _____
14 Douglas Han
15 Shunt Tatavos-Gharajeh
16 Lily Short
17 *Attorneys for Plaintiffs*
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EXHIBIT 1

June 19, 2024

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

**Re: TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC., AND
UNITED NATURAL FOODS, INC.
LWDA Case No. CM-959295-23**

Dear Representative:

We hereby amend our June 2, 2023, letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the June 2, 2023, letter is attached to this submission as **Exhibit A** for reference. We are amending the letter to add Derreonte Wallace as an additional representative.

We have been retained to represent Trae'veon Hailey and Derreonte Wallace against Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter referred to as "TFF").

Mr. Hailey and Mr. Wallace are pursuing their California Labor Code sections 2698, et seq., the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Hailey and Mr. Wallace may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

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¹ Mr. Hailey and Mr. Wallace do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Hailey and Mr. Wallace will amend this notice when the true names and capacities are known. Mr. Hailey and Mr. Wallace are informed and believe that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Hailey, Mr. Wallace, and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. are California corporations located at 313 Iron Horse Way, Providence, Rhode Island 02908.

TFF employed Mr. Hailey as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or about 2023) in the State of California. TFF employed Mr. Wallace as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or around December of 2023) in the State of California. TFF directly controls the wages, hours and/or working conditions of Mr. Hailey, Mr. Wallace and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Hailey and Mr. Wallace may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of TFF.

TFF failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Hailey and Mr. Wallace have standing to pursue penalties on behalf of the state for violations affecting all aggrieved employees at TFF, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

TFF has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

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California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Hailey, Mr. Wallace, and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. TFF failed to compensate Mr. Hailey, Mr. Wallace, and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. TFF also failed to include non-discretionary bonuses into aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Hailey, Mr. Wallace, and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, TFF failed to pay aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, TFF routinely required Mr. Hailey, Mr. Wallace, and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with TFF's policies and expectations and prepare orders. TFF failed to provide coverage to Mr. Hailey, Mr. Wallace, and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, TFF failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, TFF failed to compensate Mr. Hailey, Mr. Wallace, and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

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California Labor Code section 551 states “[e]very person employed in any occupation of labor is entitled to one day’s rest therefrom in seven.” Section 552 further states “[n]o employer of labor shall cause his employees to work more than six days in seven.” TFF required aggrieved employees to work seven days in a row or more without one day’s rest.

California Labor Code section 432.5 states “[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.” TFF required Mr. Hailey, Mr. Wallace, and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours’ previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code sections 203 and 210.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from TFF were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Hailey, Mr. Wallace, and other aggrieved employees, (2) total hours worked by Mr. Hailey, Mr. Wallace, and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Hailey, Mr. Wallace, and other aggrieved employees, (5) net wages earned by Mr. Hailey, Mr. Wallace, and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

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California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Hailey, Mr. Wallace, and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, TFF failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Hailey, Mr. Wallace, and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment, Mr. Hailey, Mr. Wallace, and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by TFF, including for using their personal cellular phones and vehicles for work purposes.

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We believe that Mr. Hailey, Mr. Wallace, and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Hailey and Mr. Wallace will seek these penalties on their own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of TFF within one year of the date of the original June 2, 2023, letter, as allowed by law.

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LWDA
June 19, 2024
Page 8 of 8

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

C T Corporation System
c/o Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.
330 N. Brand Blvd. Ste. 700
Glendale, California 91203
Agent for Service of Process for Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.

Legal Department
c/o Tony's Fine Foods
313 Iron Horse Way, Providence,
Rhode Island 02908

Legal Department
c/o United Natural Foods, Inc.
313 Iron Horse Way, Providence,
Rhode Island 02908

Legal Department
c/o United Natural Foods, Inc.
PO Box 990
Attn Licensing
Minneapolis, MN 55440

EXHIBIT A

June 2, 2023

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

**Re: TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC., AND UNITED
NATURAL FOODS, INC.**

Dear Representative:

We have been retained to represent Trae'veon Hailey against Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "TFF").

Mr. Hailey is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Hailey may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. are California corporations located at 313 Iron Horse Way, Providence, Rhode Island 02908.

TFF employed Mr. Hailey as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or about 2023) in the State of California. TFF directly controlled the wages, hours and/or working conditions of Mr. Hailey and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

¹ Mr. Hailey does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Hailey will amend this notice when the true names and capacities are known. Mr. Hailey is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Hailey and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

The “aggrieved employees” that Mr. Hailey may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of TFF within the State of California.

TFF failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Hailey has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at TFF, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

TFF has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Hailey and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. TFF failed to compensate Mr. Hailey and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. TFF also failed to include non-discretionary bonuses and incentives in Mr. Hailey and other aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Mr. Hailey and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, TFF failed to pay Mr. Hailey and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, TFF routinely required Mr. Hailey and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with TFF's policies and expectations, and meet production quotas. TFF failed to provide coverage to Mr. Hailey and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, TFF also failed to authorize and permit Mr. Hailey and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, TFF failed to compensate Mr. Hailey and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." TFF required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." TFF required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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 section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, TFF failed to pay Mr. Hailey and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code sections 203 and 210.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, TFF failed to pay Mr. Hailey and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code sections 204 and 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, TFF did not provide Mr. Hailey and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from TFF were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Hailey and other aggrieved employees, (2) total hours worked by Mr. Hailey and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Hailey and other aggrieved employees (4) all deductions for Mr. Hailey and other aggrieved employees, (5) net wages earned by Mr. Hailey and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Hailey and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Hailey and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Hailey and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, TFF failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Hailey and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, TFF did not provide Mr. Hailey and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Hailey and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by TFF, including for using their personal cellular phones for work-related purposes and purchasing equipment they were required to wear while working.

We believe that Mr. Hailey and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Hailey will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of TFF within one year of the date of this letter, as allowed by law.

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LWDA

June 2, 2023

Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal stroke extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

C T Corporation System

c/o Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.

330 N. Brand Blvd. Ste. 700

Glendale, California 91203

Agent for Service of Process for Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.

EXHIBIT 2

June 28, 2024

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC., AND
UNITED NATURAL FOODS, INC.
LWDA Case No. CM-959295-23

Dear Representative:

We hereby amend our June 2, 2023, letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the June 2, 2023, letter is attached to this submission as **Exhibit A** for reference. We are amending the letter to add Ronald McDill, Aurelio Mendoza, and Cedrick Jackson as additional representatives.

We have been retained to represent Traeveen Hailey, Derreonte Wallace, Ronald McDill, Aurelio Mendoza, and Cedrick Jackson against Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter referred to as "TFF").

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¹ Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson will amend this notice when the true names and capacities are known. Mr. Hailey and Mr. Wallace are informed and believe that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson are pursuing their California Labor Code sections 2698, et seq., the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. are California corporations located at 313 Iron Horse Way, Providence, Rhode Island 02908.

TFF employed Mr. Hailey as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or about 2023) in the State of California. TFF employed Mr. Wallace as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or around December of 2023) in the State of California. TFF employed Mr. McDill as an hourly-paid non-exempt Spotter within one year of the date of this letter (until in or around February of 2024) in the State of California. TFF employed Mr. Mendoza as an hourly-paid non-exempt Route Driver within one year of the date of this letter (until in or around June of 2024) in the State of California. TFF employed Mr. Jackson as an hourly-paid non-exempt Driver within one year of the date of this letter (until in or around January of 2024) in the State of California. TFF directly controls the wages, hours and/or working conditions of Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of TFF.

TFF failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

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Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson have standing to pursue penalties on behalf of the state for violations affecting all aggrieved employees at TFF, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

TFF has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. TFF failed to compensate Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. TFF also failed to include non-discretionary bonuses into aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, TFF failed to pay aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

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California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, TFF routinely required Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with TFF's policies and expectations and prepare orders. TFF failed to provide coverage to Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, TFF failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, TFF failed to compensate Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." TFF required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." TFF required Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code sections 203 and 210.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from TFF were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees, (2) total hours worked by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees, (5) net wages earned by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, TFF failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees.

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June 28, 2024

Page 7 of 8

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by TFF, including for using their personal cellular phones and vehicles for work purposes.

We believe that Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson will seek these penalties on their own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of TFF within one year of the date of the original June 2, 2023, letter, as allowed by law.

LWDA
June 28, 2024
Page 8 of 8

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

C T Corporation System
c/o Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.
330 N. Brand Blvd. Ste. 700
Glendale, California 91203
Agent for Service of Process for Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.

Legal Department
c/o Tony's Fine Foods
313 Iron Horse Way, Providence,
Rhode Island 02908

Legal Department
c/o United Natural Foods, Inc.
313 Iron Horse Way, Providence,
Rhode Island 02908

Legal Department
c/o United Natural Foods, Inc.
PO Box 990
Attn Licensing
Minneapolis, MN 55440

EXHIBIT A

June 2, 2023

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC., AND UNITED NATURAL FOODS, INC.

Dear Representative:

We have been retained to represent Trae'veon Hailey against Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "TFF").

Mr. Hailey is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Hailey may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. are California corporations located at 313 Iron Horse Way, Providence, Rhode Island 02908.

TFF employed Mr. Hailey as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or about 2023) in the State of California. TFF directly controlled the wages, hours and/or working conditions of Mr. Hailey and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

¹ Mr. Hailey does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Hailey will amend this notice when the true names and capacities are known. Mr. Hailey is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Hailey and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

The “aggrieved employees” that Mr. Hailey may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of TFF within the State of California.

TFF failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Hailey has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at TFF, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

TFF has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Hailey and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. TFF failed to compensate Mr. Hailey and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. TFF also failed to include non-discretionary bonuses and incentives in Mr. Hailey and other aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Mr. Hailey and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, TFF failed to pay Mr. Hailey and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, TFF routinely required Mr. Hailey and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with TFF's policies and expectations, and meet production quotas. TFF failed to provide coverage to Mr. Hailey and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, TFF also failed to authorize and permit Mr. Hailey and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, TFF failed to compensate Mr. Hailey and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." TFF required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." TFF required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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 section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, TFF failed to pay Mr. Hailey and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code sections 203 and 210.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, TFF failed to pay Mr. Hailey and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code sections 204 and 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, TFF did not provide Mr. Hailey and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from TFF were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Hailey and other aggrieved employees, (2) total hours worked by Mr. Hailey and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Hailey and other aggrieved employees (4) all deductions for Mr. Hailey and other aggrieved employees, (5) net wages earned by Mr. Hailey and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Hailey and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Hailey and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Hailey and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, TFF failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Hailey and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, TFF did not provide Mr. Hailey and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Hailey and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by TFF, including for using their personal cellular phones for work-related purposes and purchasing equipment they were required to wear while working.

We believe that Mr. Hailey and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Hailey will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of TFF within one year of the date of this letter, as allowed by law.

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LWDA

June 2, 2023

Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal stroke extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

C T Corporation System

c/o Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.

330 N. Brand Blvd. Ste. 700

Glendale, California 91203

Agent for Service of Process for Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.

EXHIBIT 3

July 19, 2024

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

**Re: TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC., AND
UNITED NATURAL FOODS, INC.
LWDA Case No. CM-959295-23**

Dear Representative:

We hereby amend our June 28, 2024, letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the June 28, 2024, letter is attached to this submission as **Exhibit 1A** for reference. The original June 2, 2024, and June 19, 2024, letters are attached as exhibits to the June 28, 2024, letter. We are further amending the letter to add Nicholas Ables and Brandon Lubner as additional representatives.

We have been retained to represent Traeveon Hailey, Derreonte Wallace, Ronald McDill, Aurelio Mendoza, Cedrick Jackson, Nicholas Ables, and Brandon Lubner against Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter referred to as "TFF").

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¹ Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner will amend this notice when the true names and capacities are known. Mr. Hailey and Mr. Wallace are informed and believe that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner are pursuing their California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. are California corporations located at 313 Iron Horse Way, Providence, Rhode Island 02908.

TFF employed Mr. Hailey as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or about 2023) in the State of California. TFF employed Mr. Wallace as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or around December of 2023) in the State of California. TFF employed Mr. McDill as an hourly-paid non-exempt Spotter within one year of the date of this letter (until in or around February of 2024) in the State of California. TFF employed Mr. Mendoza as an hourly-paid non-exempt Route Driver within one year of the date of this letter (until in or around June of 2024) in the State of California. TFF employed Mr. Jackson as an hourly-paid non-exempt Driver within one year of the date of this letter (until in or around January of 2024) in the State of California. TFF employed Mr. Ables as an hourly-paid non-exempt Sales Representative within one year of the date of this letter (until in or around January of 2024) in the State of California. TFF employed Mr. Lubner as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or around September of 2023) in the State of California. TFF directly controls the wages, hours and/or working conditions of Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of TFF.

TFF failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

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Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner have standing to pursue penalties on behalf of the state for violations affecting all aggrieved employees at TFF, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

TFF has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. TFF failed to compensate Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. TFF also failed to include non-discretionary bonuses into aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, TFF failed to pay aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, TFF routinely required Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with TFF's policies and expectations and prepare orders. TFF failed to provide coverage to Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, TFF failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, TFF failed to compensate Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." TFF required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." TFF required Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code sections 203 and 210.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from TFF were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees, (2) total hours worked by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees, (5) net wages earned by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by, and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, TFF failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees.

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July 19, 2024

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by TFF, including for using their personal cellular phones and vehicles for work purposes.

We believe that Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, et seq. for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner will seek these penalties on their own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of TFF within one year of the date of the original June 2, 2023, letter, as allowed by law.

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LWDA
July 19, 2024
Page 8 of 8

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', written over a horizontal line.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

C T Corporation System
c/o Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.
330 N. Brand Blvd. Ste. 700
Glendale, California 91203
Agent for Service of Process for Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.

Legal Department
c/o Tony's Fine Foods
313 Iron Horse Way, Providence,
Rhode Island 02908

Legal Department
c/o United Natural Foods, Inc.
313 Iron Horse Way, Providence,
Rhode Island 02908

Legal Department
c/o United Natural Foods, Inc.
PO Box 990
Attn Licensing
Minneapolis, MN 55440

EXHIBIT 1A

June 28, 2024

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

**Re: TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC., AND
UNITED NATURAL FOODS, INC.
LWDA Case No. CM-959295-23**

Dear Representative:

We hereby further amend our June 19, 2024, letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the June 19, 2024, letter is attached to this submission as **Exhibit 1** for reference. A true and correct copy of the original June 2, 2023, letter is also attached to this submission as **Exhibit A** for reference. We are further amending the letter to add Ronald McDill, Aurelio Mendoza, and Cedrick Jackson as additional representatives.

We have been retained to represent Traeveen Hailey, Derreonte Wallace, Ronald McDill, Aurelio Mendoza, and Cedrick Jackson against Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter referred to as "TFF").

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¹ Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson will amend this notice when the true names and capacities are known. Mr. Hailey and Mr. Wallace are informed and believe that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson are pursuing their California Labor Code sections 2698, et seq., the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. are California corporations located at 313 Iron Horse Way, Providence, Rhode Island 02908.

TFF employed Mr. Hailey as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or about 2023) in the State of California. TFF employed Mr. Wallace as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or around December of 2023) in the State of California. TFF employed Mr. McDill as an hourly-paid non-exempt Spotter within one year of the date of this letter (until in or around February of 2024) in the State of California. TFF employed Mr. Mendoza as an hourly-paid non-exempt Route Driver within one year of the date of this letter (until in or around June of 2024) in the State of California. TFF employed Mr. Jackson as an hourly-paid non-exempt Driver within one year of the date of this letter (until in or around January of 2024) in the State of California. TFF directly controls the wages, hours and/or working conditions of Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of TFF.

TFF failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

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Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson have standing to pursue penalties on behalf of the state for violations affecting all aggrieved employees at TFF, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

TFF has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. TFF failed to compensate Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. TFF also failed to include non-discretionary bonuses into aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, TFF failed to pay aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

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California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, TFF routinely required Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with TFF's policies and expectations and prepare orders. TFF failed to provide coverage to Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, TFF failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, TFF failed to compensate Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." TFF required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." TFF required Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code sections 203 and 210.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from TFF were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees, (2) total hours worked by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees, (5) net wages earned by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, TFF failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees.

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June 28, 2024

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by TFF, including for using their personal cellular phones and vehicles for work purposes.

We believe that Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson will seek these penalties on their own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of TFF within one year of the date of the original June 2, 2023, letter, as allowed by law.

LWDA
June 28, 2024
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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

C T Corporation System
c/o Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.
330 N. Brand Blvd. Ste. 700
Glendale, California 91203
Agent for Service of Process for Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.

Legal Department
c/o Tony's Fine Foods
313 Iron Horse Way, Providence,
Rhode Island 02908

Legal Department
c/o United Natural Foods, Inc.
313 Iron Horse Way, Providence,
Rhode Island 02908

Legal Department
c/o United Natural Foods, Inc.
PO Box 990
Attn Licensing
Minneapolis, MN 55440

EXHIBIT 1

June 19, 2024

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

**Re: TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC., AND
UNITED NATURAL FOODS, INC.
LWDA Case No. CM-959295-23**

Dear Representative:

We hereby amend our June 2, 2023, letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the June 2, 2023, letter is attached to this submission as **Exhibit A** for reference. We are amending the letter to add Derreonte Wallace as an additional representative.

We have been retained to represent Trae'veon Hailey and Derreonte Wallace against Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter referred to as "TFF").

Mr. Hailey and Mr. Wallace are pursuing their California Labor Code sections 2698, et seq., the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Hailey and Mr. Wallace may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

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¹ Mr. Hailey and Mr. Wallace do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Hailey and Mr. Wallace will amend this notice when the true names and capacities are known. Mr. Hailey and Mr. Wallace are informed and believe that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Hailey, Mr. Wallace, and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. are California corporations located at 313 Iron Horse Way, Providence, Rhode Island 02908.

TFF employed Mr. Hailey as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or about 2023) in the State of California. TFF employed Mr. Wallace as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or around December of 2023) in the State of California. TFF directly controls the wages, hours and/or working conditions of Mr. Hailey, Mr. Wallace and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Hailey and Mr. Wallace may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of TFF.

TFF failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Hailey and Mr. Wallace have standing to pursue penalties on behalf of the state for violations affecting all aggrieved employees at TFF, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

TFF has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, TFF failed to pay aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, TFF routinely required Mr. Hailey, Mr. Wallace, and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with TFF's policies and expectations and prepare orders. TFF failed to provide coverage to Mr. Hailey, Mr. Wallace, and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, TFF failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, TFF failed to compensate Mr. Hailey, Mr. Wallace, and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

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California Labor Code section 551 states “[e]very person employed in any occupation of labor is entitled to one day’s rest therefrom in seven.” Section 552 further states “[n]o employer of labor shall cause his employees to work more than six days in seven.” TFF required aggrieved employees to work seven days in a row or more without one day’s rest.

California Labor Code section 432.5 states “[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.” TFF required Mr. Hailey, Mr. Wallace, and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours’ previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code sections 203 and 210.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from TFF were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Hailey, Mr. Wallace, and other aggrieved employees, (2) total hours worked by Mr. Hailey, Mr. Wallace, and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Hailey, Mr. Wallace, and other aggrieved employees, (5) net wages earned by Mr. Hailey, Mr. Wallace, and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

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California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Hailey, Mr. Wallace, and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, TFF failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Hailey, Mr. Wallace, and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment, Mr. Hailey, Mr. Wallace, and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by TFF, including for using their personal cellular phones and vehicles for work purposes.

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We believe that Mr. Hailey, Mr. Wallace, and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Hailey and Mr. Wallace will seek these penalties on their own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of TFF within one year of the date of the original June 2, 2023, letter, as allowed by law.

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LWDA
June 19, 2024
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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

C T Corporation System
c/o Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.
330 N. Brand Blvd. Ste. 700
Glendale, California 91203
Agent for Service of Process for Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.

Legal Department
c/o Tony's Fine Foods
313 Iron Horse Way, Providence,
Rhode Island 02908

Legal Department
c/o United Natural Foods, Inc.
313 Iron Horse Way, Providence,
Rhode Island 02908

Legal Department
c/o United Natural Foods, Inc.
PO Box 990
Attn Licensing
Minneapolis, MN 55440

EXHIBIT A

June 2, 2023

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC., AND UNITED NATURAL FOODS, INC.

Dear Representative:

We have been retained to represent Trae'veon Hailey against Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "TFF").

Mr. Hailey is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Hailey may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. are California corporations located at 313 Iron Horse Way, Providence, Rhode Island 02908.

TFF employed Mr. Hailey as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or about 2023) in the State of California. TFF directly controlled the wages, hours and/or working conditions of Mr. Hailey and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

¹ Mr. Hailey does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Hailey will amend this notice when the true names and capacities are known. Mr. Hailey is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Hailey and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

The “aggrieved employees” that Mr. Hailey may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of TFF within the State of California.

TFF failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Hailey has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at TFF, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

TFF has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Hailey and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. TFF failed to compensate Mr. Hailey and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. TFF also failed to include non-discretionary bonuses and incentives in Mr. Hailey and other aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Mr. Hailey and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, TFF failed to pay Mr. Hailey and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, TFF routinely required Mr. Hailey and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with TFF's policies and expectations, and meet production quotas. TFF failed to provide coverage to Mr. Hailey and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, TFF also failed to authorize and permit Mr. Hailey and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, TFF failed to compensate Mr. Hailey and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." TFF required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." TFF required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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 section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, TFF failed to pay Mr. Hailey and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code sections 203 and 210.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, TFF failed to pay Mr. Hailey and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code sections 204 and 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, TFF did not provide Mr. Hailey and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from TFF were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Hailey and other aggrieved employees, (2) total hours worked by Mr. Hailey and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Hailey and other aggrieved employees (4) all deductions for Mr. Hailey and other aggrieved employees, (5) net wages earned by Mr. Hailey and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Hailey and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Hailey and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Hailey and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, TFF failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Hailey and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, TFF did not provide Mr. Hailey and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Hailey and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by TFF, including for using their personal cellular phones for work-related purposes and purchasing equipment they were required to wear while working.

We believe that Mr. Hailey and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Hailey will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of TFF within one year of the date of this letter, as allowed by law.

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LWDA

June 2, 2023

Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal stroke extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

C T Corporation System

c/o Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.

330 N. Brand Blvd. Ste. 700

Glendale, California 91203

Agent for Service of Process for Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.

EXHIBIT 4

January 2, 2025

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

**Re: TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC., AND
UNITED NATURAL FOODS, INC.
LWDA Case No. CM-959295-23**

Dear Representative:

We hereby amend our July 19, 2024, letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the July 19, 2024, letter is attached to this submission as **Exhibit I** for reference. The original June 2, 2024, and June 19, 2024, and June 28, 2024 letters are attached as exhibits to the July 19, 2024 letter. We are further amending the letter to add violations of California Labor Code Sections 226(b), 226(c), and 1198.5.

We have been retained to represent Traeveon Hailey, Derreonte Wallace, Ronald McDill, Aurelio Mendoza, Cedrick Jackson, Nicholas Ables, and Brandon Lubner against Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter referred to as "TFF").

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¹ Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner will amend this notice when the true names and capacities are known. Mr. Hailey and Mr. Wallace are informed and believe that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

LWDA

January 2, 2025

Page 2 of 9

Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner are pursuing their California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. are California corporations located at 313 Iron Horse Way, Providence, Rhode Island 02908.

TFF employed Mr. Hailey as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or about 2023) in the State of California. TFF employed Mr. Wallace as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or around December of 2023) in the State of California. TFF employed Mr. McDill as an hourly-paid non-exempt Spotter within one year of the date of this letter (until in or around February of 2024) in the State of California. TFF employed Mr. Mendoza as an hourly-paid non-exempt Route Driver within one year of the date of this letter (until in or around June of 2024) in the State of California. TFF employed Mr. Jackson as an hourly-paid non-exempt Driver within one year of the date of this letter (until in or around January of 2024) in the State of California. TFF employed Mr. Ables as an hourly-paid non-exempt Sales Representative within one year of the date of this letter (until in or around January of 2024) in the State of California. TFF employed Mr. Lubner as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or around September of 2023) in the State of California. TFF directly controls the wages, hours and/or working conditions of Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of TFF.

TFF failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, failed to reimburse for all necessary business-related costs and expenses, and failed to produce employee personnel and payroll records thus resulting in Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner have standing to pursue penalties on behalf of the state for violations affecting all aggrieved employees at TFF, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

TFF has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226(b), 226(c), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. TFF failed to compensate Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. TFF also failed to include non-discretionary bonuses into aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, TFF failed to pay aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, TFF routinely required Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with TFF's policies and expectations and prepare orders. TFF failed to provide coverage to Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, TFF failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, TFF failed to compensate Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." TFF required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." TFF required Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code sections 203 and 210.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from TFF were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees, (2) total hours worked by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees, (5) net wages earned by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by, and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, TFF failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by TFF, including for using their personal cellular phones and vehicles for work purposes.

California Labor Code sections 226(b) and 226(c) require an employer to produce an employee's payroll records upon request within 21 calendar days. California Labor Code section 1198.5 requires an employer to produce an employee's personnel file upon request within 30 calendar days. On June 28, 2024, Mr. Jackson, Mr. Mendoza, Mr. Wallace, and Mr. McDill requested their payroll records and personnel file from TFF. TFF's deadlines to produce the requested payroll documents were July 19, 2024. TFF's deadline to produce the payroll records of Mr. McDill, Mr. Mendoza, and Mr. Wallace was July 27, 2024. To date, TFF has yet to produce any of the requested payroll records or personnel files mentioned above.

We believe that Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

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LWDA

January 2, 2025

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The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner will seek these penalties on their own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of TFF within one year of the date of the original June 2, 2023, letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

C T Corporation System
c/o Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.
330 N. Brand Blvd. Ste. 700
Glendale, California 91203
Agent for Service of Process for Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.

Legal Department
c/o Tony's Fine Foods
313 Iron Horse Way, Providence,
Rhode Island 02908

Legal Department
c/o United Natural Foods, Inc.
313 Iron Horse Way, Providence,
Rhode Island 02908

LWDA
January 2, 2025
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Legal Department
c/o United Natural Foods, Inc.
PO Box 990
Attn Licensing
Minneapolis, MN 55440

EXHIBIT I

July 19, 2024

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

**Re: TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC., AND
UNITED NATURAL FOODS, INC.
LWDA Case No. CM-959295-23**

Dear Representative:

We hereby amend our June 28, 2024, letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the June 28, 2024, letter is attached to this submission as **Exhibit 1A** for reference. The original June 2, 2024, and June 19, 2024, letters are attached as exhibits to the June 28, 2024, letter. We are further amending the letter to add Nicholas Ables and Brandon Lubner as additional representatives.

We have been retained to represent Traeveon Hailey, Derreonte Wallace, Ronald McDill, Aurelio Mendoza, Cedrick Jackson, Nicholas Ables, and Brandon Lubner against Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter referred to as "TFF").

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¹ Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner will amend this notice when the true names and capacities are known. Mr. Hailey and Mr. Wallace are informed and believe that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner are pursuing their California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. are California corporations located at 313 Iron Horse Way, Providence, Rhode Island 02908.

TFF employed Mr. Hailey as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or about 2023) in the State of California. TFF employed Mr. Wallace as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or around December of 2023) in the State of California. TFF employed Mr. McDill as an hourly-paid non-exempt Spotter within one year of the date of this letter (until in or around February of 2024) in the State of California. TFF employed Mr. Mendoza as an hourly-paid non-exempt Route Driver within one year of the date of this letter (until in or around June of 2024) in the State of California. TFF employed Mr. Jackson as an hourly-paid non-exempt Driver within one year of the date of this letter (until in or around January of 2024) in the State of California. TFF employed Mr. Ables as an hourly-paid non-exempt Sales Representative within one year of the date of this letter (until in or around January of 2024) in the State of California. TFF employed Mr. Lubner as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or around September of 2023) in the State of California. TFF directly controls the wages, hours and/or working conditions of Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of TFF.

TFF failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

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Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner have standing to pursue penalties on behalf of the state for violations affecting all aggrieved employees at TFF, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

TFF has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. TFF failed to compensate Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. TFF also failed to include non-discretionary bonuses into aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, TFF failed to pay aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, TFF routinely required Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with TFF's policies and expectations and prepare orders. TFF failed to provide coverage to Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, TFF failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, TFF failed to compensate Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." TFF required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." TFF required Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code sections 203 and 210.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from TFF were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees, (2) total hours worked by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees, (5) net wages earned by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by, and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, TFF failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees.

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July 19, 2024

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by TFF, including for using their personal cellular phones and vehicles for work purposes.

We believe that Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, Mr. Lubner, and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, et seq. for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, Mr. Ables, and Mr. Lubner will seek these penalties on their own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of TFF within one year of the date of the original June 2, 2023, letter, as allowed by law.

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LWDA
July 19, 2024
Page 8 of 8

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', written over a horizontal line.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

C T Corporation System
c/o Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.
330 N. Brand Blvd. Ste. 700
Glendale, California 91203
Agent for Service of Process for Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.

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313 Iron Horse Way, Providence,
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c/o United Natural Foods, Inc.
313 Iron Horse Way, Providence,
Rhode Island 02908

Legal Department
c/o United Natural Foods, Inc.
PO Box 990
Attn Licensing
Minneapolis, MN 55440

EXHIBIT 1A

June 28, 2024

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

**Re: TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC., AND
UNITED NATURAL FOODS, INC.
LWDA Case No. CM-959295-23**

Dear Representative:

We hereby further amend our June 19, 2024, letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the June 19, 2024, letter is attached to this submission as **Exhibit 1** for reference. A true and correct copy of the original June 2, 2023, letter is also attached to this submission as **Exhibit A** for reference. We are further amending the letter to add Ronald McDill, Aurelio Mendoza, and Cedrick Jackson as additional representatives.

We have been retained to represent Traeveen Hailey, Derreonte Wallace, Ronald McDill, Aurelio Mendoza, and Cedrick Jackson against Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter referred to as "TFF").

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¹ Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson will amend this notice when the true names and capacities are known. Mr. Hailey and Mr. Wallace are informed and believe that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson are pursuing their California Labor Code sections 2698, et seq., the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. are California corporations located at 313 Iron Horse Way, Providence, Rhode Island 02908.

TFF employed Mr. Hailey as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or about 2023) in the State of California. TFF employed Mr. Wallace as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or around December of 2023) in the State of California. TFF employed Mr. McDill as an hourly-paid non-exempt Spotter within one year of the date of this letter (until in or around February of 2024) in the State of California. TFF employed Mr. Mendoza as an hourly-paid non-exempt Route Driver within one year of the date of this letter (until in or around June of 2024) in the State of California. TFF employed Mr. Jackson as an hourly-paid non-exempt Driver within one year of the date of this letter (until in or around January of 2024) in the State of California. TFF directly controls the wages, hours and/or working conditions of Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of TFF.

TFF failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

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Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson have standing to pursue penalties on behalf of the state for violations affecting all aggrieved employees at TFF, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

TFF has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. TFF failed to compensate Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. TFF also failed to include non-discretionary bonuses into aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, TFF failed to pay aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

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California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, TFF routinely required Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with TFF's policies and expectations and prepare orders. TFF failed to provide coverage to Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, TFF failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, TFF failed to compensate Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." TFF required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." TFF required Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code sections 203 and 210.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from TFF were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees, (2) total hours worked by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees, (5) net wages earned by Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, TFF failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees.

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June 28, 2024

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by TFF, including for using their personal cellular phones and vehicles for work purposes.

We believe that Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, Mr. Jackson, and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Hailey, Mr. Wallace, Mr. McDill, Mr. Mendoza, and Mr. Jackson will seek these penalties on their own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of TFF within one year of the date of the original June 2, 2023, letter, as allowed by law.

LWDA
June 28, 2024
Page 8 of 8

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

C T Corporation System
c/o Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.
330 N. Brand Blvd. Ste. 700
Glendale, California 91203
Agent for Service of Process for Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.

Legal Department
c/o Tony's Fine Foods
313 Iron Horse Way, Providence,
Rhode Island 02908

Legal Department
c/o United Natural Foods, Inc.
313 Iron Horse Way, Providence,
Rhode Island 02908

Legal Department
c/o United Natural Foods, Inc.
PO Box 990
Attn Licensing
Minneapolis, MN 55440

EXHIBIT 1

June 19, 2024

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

**Re: TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC., AND
UNITED NATURAL FOODS, INC.
LWDA Case No. CM-959295-23**

Dear Representative:

We hereby amend our June 2, 2023, letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the June 2, 2023, letter is attached to this submission as **Exhibit A** for reference. We are amending the letter to add Derreonte Wallace as an additional representative.

We have been retained to represent Trae'veon Hailey and Derreonte Wallace against Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter referred to as "TFF").

Mr. Hailey and Mr. Wallace are pursuing their California Labor Code sections 2698, et seq., the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Hailey and Mr. Wallace may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

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¹ Mr. Hailey and Mr. Wallace do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Hailey and Mr. Wallace will amend this notice when the true names and capacities are known. Mr. Hailey and Mr. Wallace are informed and believe that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Hailey, Mr. Wallace, and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. are California corporations located at 313 Iron Horse Way, Providence, Rhode Island 02908.

TFF employed Mr. Hailey as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or about 2023) in the State of California. TFF employed Mr. Wallace as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or around December of 2023) in the State of California. TFF directly controls the wages, hours and/or working conditions of Mr. Hailey, Mr. Wallace and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Hailey and Mr. Wallace may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of TFF.

TFF failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Hailey and Mr. Wallace have standing to pursue penalties on behalf of the state for violations affecting all aggrieved employees at TFF, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

TFF has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

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California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Hailey, Mr. Wallace, and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. TFF failed to compensate Mr. Hailey, Mr. Wallace, and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. TFF also failed to include non-discretionary bonuses into aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Hailey, Mr. Wallace, and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, TFF failed to pay aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, TFF routinely required Mr. Hailey, Mr. Wallace, and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with TFF's policies and expectations and prepare orders. TFF failed to provide coverage to Mr. Hailey, Mr. Wallace, and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, TFF failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, TFF failed to compensate Mr. Hailey, Mr. Wallace, and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

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California Labor Code section 551 states “[e]very person employed in any occupation of labor is entitled to one day’s rest therefrom in seven.” Section 552 further states “[n]o employer of labor shall cause his employees to work more than six days in seven.” TFF required aggrieved employees to work seven days in a row or more without one day’s rest.

California Labor Code section 432.5 states “[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.” TFF required Mr. Hailey, Mr. Wallace, and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours’ previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code sections 203 and 210.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, TFF failed to pay Mr. Hailey, Mr. Wallace, and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from TFF were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Hailey, Mr. Wallace, and other aggrieved employees, (2) total hours worked by Mr. Hailey, Mr. Wallace, and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Hailey, Mr. Wallace, and other aggrieved employees, (5) net wages earned by Mr. Hailey, Mr. Wallace, and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

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California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Hailey, Mr. Wallace, and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, TFF failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Hailey, Mr. Wallace, and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, TFF did not provide Mr. Hailey, Mr. Wallace, and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment, Mr. Hailey, Mr. Wallace, and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by TFF, including for using their personal cellular phones and vehicles for work purposes.

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We believe that Mr. Hailey, Mr. Wallace, and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Hailey and Mr. Wallace will seek these penalties on their own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of TFF within one year of the date of the original June 2, 2023, letter, as allowed by law.

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LWDA
June 19, 2024
Page 8 of 8

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

C T Corporation System
c/o Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.
330 N. Brand Blvd. Ste. 700
Glendale, California 91203
Agent for Service of Process for Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.

Legal Department
c/o Tony's Fine Foods
313 Iron Horse Way, Providence,
Rhode Island 02908

Legal Department
c/o United Natural Foods, Inc.
313 Iron Horse Way, Providence,
Rhode Island 02908

Legal Department
c/o United Natural Foods, Inc.
PO Box 990
Attn Licensing
Minneapolis, MN 55440

EXHIBIT A

June 2, 2023

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: TONY'S FINE FOODS, UNITED NATURAL FOODS WEST, INC., AND UNITED NATURAL FOODS, INC.

Dear Representative:

We have been retained to represent Trae'veon Hailey against Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "TFF").

Mr. Hailey is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Hailey may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc. are California corporations located at 313 Iron Horse Way, Providence, Rhode Island 02908.

TFF employed Mr. Hailey as an hourly-paid non-exempt Order Selector within one year of the date of this letter (until in or about 2023) in the State of California. TFF directly controlled the wages, hours and/or working conditions of Mr. Hailey and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

¹ Mr. Hailey does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Hailey will amend this notice when the true names and capacities are known. Mr. Hailey is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Hailey and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

The “aggrieved employees” that Mr. Hailey may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of TFF within the State of California.

TFF failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Hailey has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at TFF, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

TFF has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Hailey and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. TFF failed to compensate Mr. Hailey and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. TFF also failed to include non-discretionary bonuses and incentives in Mr. Hailey and other aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Mr. Hailey and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, TFF failed to pay Mr. Hailey and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, TFF routinely required Mr. Hailey and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with TFF's policies and expectations, and meet production quotas. TFF failed to provide coverage to Mr. Hailey and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, TFF also failed to authorize and permit Mr. Hailey and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, TFF failed to compensate Mr. Hailey and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." TFF required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." TFF required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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 section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, TFF failed to pay Mr. Hailey and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code sections 203 and 210.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, TFF failed to pay Mr. Hailey and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code sections 204 and 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, TFF did not provide Mr. Hailey and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from TFF were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Hailey and other aggrieved employees, (2) total hours worked by Mr. Hailey and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Hailey and other aggrieved employees (4) all deductions for Mr. Hailey and other aggrieved employees, (5) net wages earned by Mr. Hailey and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Hailey and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Hailey and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Hailey and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, TFF failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Hailey and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, TFF did not provide Mr. Hailey and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Hailey and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by TFF, including for using their personal cellular phones for work-related purposes and purchasing equipment they were required to wear while working.

We believe that Mr. Hailey and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Hailey will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of TFF within one year of the date of this letter, as allowed by law.

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LWDA

June 2, 2023

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

C T Corporation System

c/o Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.

330 N. Brand Blvd. Ste. 700

Glendale, California 91203

Agent for Service of Process for Tony's Fine Foods, United Natural Foods West, Inc., and United Natural Foods, Inc.

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is award@justicelawcorp.com

On March 12, 2025, I served the foregoing document described as

COMPLAINT FOR DAMAGES

for the following case:	Ables. v. Tony's Fine Foods
LWDA/Court Case No.:	LWDA Case No.: 959295-23
	Court Case No.: 25CV003826
	Sacramento County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

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I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 12, 2025, at Pasadena, California.



Alex Ward