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March 23, 2026

Via Online Submission (LWDA) and Certified Mail (Employer)

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
http://www.dir.ca.gov/Private-Attorneys-General-Act

The Vons Companies, Inc.
PO Box 20
Boise, Idaho 83726-0020

The Vons Companies, Inc.
Agent for Service of Process:
CT Corporation System
330 N Brand Blvd.
Glendale, California 91203

Albertsons Companies, Inc.
PO Box 20
Boise, Idaho 83726-0020

Albertsons Companies, Inc.
Agent for Service of Process:
CT Corporation System
330 N Brand Blvd.
Glendale, California 92103

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 et seq.

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff Nancy Rosales, individually, and on behalf of herself and all others similarly situated ("Plaintiff"), gives notice of her intent to commence a civil action pursuant to California Labor Code Sections 2698, et seq. Plaintiff hereby gives written notice electronically to the Labor and Workforce Development Agency, and by certified mail to Defendants The Vons Companies, Inc.; Albertsons Companies, Inc.; and DOES 1-50 (collectively, "Defendants")[1] via certified mail.

Plaintiff intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, et seq., the

[1] Plaintiff does not know the true names and capacities, whether individual, partner or corporate, of DOES 1 through 50, inclusive, and for that reason, said DOES are designated under such fictitious names. Plaintiff will amend this notice when the true names and capacities are known. Plaintiff is informed and believes each DOE was responsible in some way for the matters alleged herein and proximately caused her and other current and former Aggrieved Employees to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

Labor Code Private Attorneys General Act of 2004 ("PAGA"). Plaintiff seeks relief on behalf of herself, the State of California, and other persons who are or were employed by Defendants as non-exempt employees working in Starbucks kiosks located within Defendants' stores in California and who received at least one wage statement ("Aggrieved Employees"). This letter is timely, as it is sent within one year of the violations, and sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

Defendants employed Plaintiff as a non-exempt employee in a Starbucks kiosk manager role from approximately 2020 through September 2025. Plaintiff worked at the Vons store located at 7895 Highland Village Place, San Diego, CA 92129, where Defendants operated a licensed Starbucks kiosk within the store. During her employment, Plaintiff typically worked more than eight hours per day, five days per week, managing and staffing the Starbucks kiosk.

A critical feature of Defendants' Starbucks kiosk operations was that only employees who had completed Starbucks-required training were permitted to work within the kiosk. Unlike every other department in the Vons store, general Vons employees were categorically prohibited from providing coverage at the Starbucks kiosk under any circumstances—including during staffing shortages, meal periods, rest periods, and restroom breaks. This kiosk-exclusive staffing policy was a central and systemic cause of the violations described below.

Defendants committed one or more of the following Labor Code violations against Plaintiff and the Aggrieved Employees. The facts and theories which follow make Plaintiff an Aggrieved Employee pursuant to California Labor Code section 2699(c)[2]:

Failure to Provide Lawful Meal Periods

Plaintiff and other Aggrieved Employees regularly worked in excess of five hours a day without being provided a meal period of not less than 30 minutes in which they were relieved of all duties, as required by California Labor Code §§226.7, 512, and applicable Wage Orders. Defendants failed to pay the premium pay of one hour's additional wage at the employee's regular rate mandated by Labor Code §226.7(c) for each workday they did not receive a timely uninterrupted meal period.

The meal period violations were directly caused and exacerbated by Defendants' kiosk-exclusive staffing policy. Because only Starbucks employees could operate the kiosk, and because

[2] These facts, theories, and claims are based on Plaintiff's experience and counsel's review of those records currently available relating to Plaintiff's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the Aggrieved Employee was not initially aware of (because the Aggrieved Employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Plaintiff reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

Defendants frequently scheduled only one such trained employee per shift, that employee had no one to relieve them for a 30-minute duty-free meal period. The kiosk could not be left unattended, and no other Vons store employee—regardless of availability—was authorized to step in. Starbucks kiosk employees were therefore routinely forced to eat between customer interactions, skip their meal periods entirely, or remain on call and on the premises, none of which constitutes a lawful meal period under California law.

Defendants maintained scheduling practices, staffing policies, productivity requirements, and work demands that frequently required Starbucks kiosk employees to forego their meal periods or remain on duty throughout their entire shifts.

Failure to Authorize and Permit Rest Periods

Plaintiff alleges that Defendants failed to authorize and permit rest periods in violation of Labor Code §§226.7, 1198, and the applicable IWC Wage Orders. Employees were systematically not authorized and permitted to take legally compliant net ten-minute rest periods for every four hours worked or major fraction thereof.

As with meal periods, the kiosk-exclusive staffing policy was a direct structural cause of rest period violations. Because no general Vons employee could cover the Starbucks kiosk, a Starbucks kiosk employee who was the sole certified employee on duty had no one to relieve them—even for ten minutes. This meant that Starbucks kiosk employees were routinely denied rest periods and restroom breaks during their shifts unless a second employee happened to be scheduled and present. Defendants maintained scheduling practices and work demands that frequently required Starbucks kiosk employees to forego their rest periods.

By way of example only, during a representative workweek Plaintiff worked five eight-hour days and was denied her meal period on three of those five days, and denied at least one of her rest periods on three of those five days—a pattern that recurred throughout her employment. On an eight-hour shift, California law entitles a non-exempt employee to one uninterrupted thirty-minute meal period and two net ten-minute rest periods. *See* Lab. Code §§ 512, 226.7; IWC Wage Order No. 5-2001, §§ 11, 12. Each such failure to provide a lawful meal or rest period constitutes a separately penalizable violation of the Labor Code. Under the Labor Code Private Attorneys General Act, Labor Code section 2699(f)(2), civil penalties are $100 per aggrieved employee per pay period for an initial violation and $200 per aggrieved employee per pay period for each subsequent violation of the same provision. Because violations of this pattern occurred in every pay period of Plaintiff's employment, and because Defendants maintained a biweekly or semi-monthly pay schedule (approximately 26 pay periods per year), the PAGA penalty exposure for meal and rest period violations is assessed as follows: the first pay period in which a meal period violation occurred generates an initial penalty of $100; each of the remaining 25 pay periods generates a subsequent penalty of $200—yielding $5,100 in PAGA penalties for meal period violations alone. The identical calculation applies independently to rest period violations, yielding an additional $5,100. The combined PAGA civil penalty for these two violation types is therefore $10,200 per aggrieved employee per year, of which 65% ($6,630) is payable to the Labor and Workforce Development Agency and 35% ($3,570) is distributed to the aggrieved employee. Applied across even 50 Starbucks kiosk employees—a conservative estimate given Defendants' statewide operations—the civil penalty exposure for meal and rest period violations alone approaches $510,000 per year of the liability period, exclusive of the additional, independently stacking PAGA penalties arising from Defendants' separate violations of minimum wage, overtime, wage statement, expense reimbursement, and timely-pay obligations.

Failure to Pay Minimum Wages

Plaintiff alleges that Defendants violated Labor Code sections 510, 1194, 1198 and the IWC Wage Orders by failing to pay all wages owed including minimum wages and overtime. Labor Code sections 1194 and 1197 and the applicable Wage Orders provide that an employee must be paid at least minimum wage for each hour worked.

Plaintiff alleges that she and the Aggrieved Employees were frequently not paid minimum wages because they were required to work while off the clock before and after shifts, and during purported meal periods. Because only Starbucks-certified employees could operate the kiosk, Starbucks kiosk employees were often required to remain at or near the kiosk past their scheduled end times when no certified replacement had arrived, performing work for which they were not compensated.

Thus, Plaintiff and the Aggrieved Employees were systematically undercompensated in violation of the Labor Code.

Failure to Pay Overtime

Plaintiff alleges that Defendants violated Labor Code sections 510 and 1194 by failing to pay overtime premiums at the rate of one and one-half times the regular rate for hours worked in excess of eight hours in a workday and forty hours in a workweek. Defendants failed to properly calculate the regular rate by omitting incentives, bonuses, and other non-discretionary compensation from the calculation. Additionally, Defendants failed to pay overtime for hours worked off the clock, including time spent working during meal periods and time spent at the kiosk past the end of scheduled shifts when no Starbucks relief employee was available.

Failure to Timely Pay Wages During Employment

Labor Code § 204 requires that all wages are due and payable twice in each calendar month. Defendants violated § 204 by systematically refusing to pay wages due under the Labor Code, including failing to timely pay meal and rest period premiums and other earned wages.

Failure to Provide Accurate Itemized Employee Wage Statements

Defendants failed to provide accurate itemized wage statements as required by Labor Code section 226, including omitting required information such as hourly rates and hours worked, failing to accurately identify the employer entity and address, failing to accurately record all hours worked and all applicable hourly rates, and failing to include compensation for meal and rest period violations. Because Defendants' kiosk-exclusive staffing policy caused systematic meal and rest period violations, each wage statement that omitted the corresponding premium pay was independently inaccurate. Each inaccurate wage statement constituted a violation of Labor Code section 226.

Failure to Reimburse Necessary Expenses

Defendants violated California Labor Code § 2802 by failing to reimburse Plaintiff and Aggrieved Employees for necessary expenses incurred in direct relation to work performed. Plaintiff and the Aggrieved Employees were required to use their personal cell phones for work-related purposes, including scheduling Starbucks kiosk shifts, communicating with management, and coordinating kiosk staffing. Defendants failed to reimburse employees for these necessary business expenses. Additionally, Plaintiff and Aggrieved Employees were required to wear and maintain Starbucks kiosk uniforms but were not reimbursed for the cost of purchasing or cleaning those uniforms.

Failure to Timely Pay All Wages Owed Upon Separation of Employment

Defendants violated California Labor Code §§ 201 and 202 by willfully failing to pay all compensation due and owing to Plaintiff and other similarly situated former employees upon termination, including minimum wages, overtime, and meal and rest period premiums arising from Defendants' kiosk-exclusive staffing policy and related practices.

Failure to Keep Accurate Payroll Records

Plaintiff also contends that Defendants failed to keep accurate records as required by California Wage Orders, including, but not limited to, Wage Order 5-2001, and Labor Code 1174, and 1198. The IWC Wage Order required in pertinent part: Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be records ... (5) Total hours worked in the payroll period and applicable rate of pay ... " Labor Code section 1174 also requires Defendants to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees. On information and belief and based thereon, Defendants knowingly and intentionally failed to comply with Labor Code section 1174, including by implementing the policies and procedures and committing the violations alleged herein, including without limitation, failing to keep records of all hours worked, failing to keep track of all wages earned at the proper rates.

Failure to Pay Sick Leave at the Proper Rate

In addition to the violations specified above, Plaintiff alleges that Defendants failed to pay sick leave pay to Plaintiff and the Aggrieved Employees at the proper rate. Labor Code 246(i) provides: An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified. Labor Code section 246(1) provides: "For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations: (1) Paid sick leave for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek. (2) Paid sick time for nonexempt employees shall be 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." In this case, Plaintiff alleges that Defendants failed to pay sick leave at the proper rate because they failed to take all forms of compensation, including incentives, bonuses, commissions, and other wages into account in calculating the regular rate. This constitutes a violation of Labor Code.

Failure to Provide Required Information at the Time of Hiring

Plaintiff also alleges that Defendants violated California Labor Code section 2810.5 by failing to provide Plaintiff and the Aggrieved Employees required information at the time of hiring. Labor Code 2810.5 states that: At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing the following information: (a) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable; (b) allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; (c) the regular payday designated by the employer in accordance with the requirements of this code; (d) the name of the employer, including any "doing business as" names used by the employer; (e) the physical address of the employer's main office or principal place of business, and a mailing address, if different; (f) the telephone number of the employer; (g) the name, address, and telephone number of the employer's workers' compensation insurance carrier; (h) that an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates; (i) The existence of a federal or state emergency or disaster declaration applicable to the county or counties where the employee is to be employed, and that was issued within 30 days before the employee's first day of employment, that may affect their health and safety during their employment; (j) Any other information the Labor Commissioner deems material and necessary. Not all of the information required by (a) through (j) was provided to Plaintiff and the Aggrieved Employees at the time of hiring. This constitutes a violation of the Labor Code.

In addition to the violations set forth herein, Plaintiff has attached her Complaint, and incorporates the allegations in the Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code that Plaintiff alleges have been violated, including the facts and relevant theories alleged against Defendants in the Complaint.

All Labor Code and related Complaint allegations pertain to all entities or individuals named in the Complaint, even if not so specified.

Please advise by certified mail within sixty-five (65) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and please contact me if you have any questions or require additional information.

Very Truly Yours,

/s/ Nicholas Schieffelin

Nicholas W. Schieffelin, Esq.

Enclosure: Class Action Complaint