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August 4, 2026

Via Online Portal

State of California, Department of Industrial Relations
Labor and Workforce Development Agency
https://dir.govfa.net/411

Via Certified Mail

Whole Foods Market California, Inc. c/o
Corporation Service Company, doing business in California as
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

Whole Foods Market California, Inc.
550 Bowie Street
Austin, TX 78703

Re: Notice of Labor Code Violations Pursuant to the Private Attorneys General Act; *Luis Martinez, on behalf of the State of California and all other aggrieved employees v. Whole Foods Market California, Inc.*

Dear Gentlepersons:

This letter is written notice under Labor Code section 2699.3(a) of the specific provisions of the California Labor Code that Whole Foods Market California, Inc. (the "Employer") is alleged to have violated, including the facts and theories supporting each alleged violation. It is submitted to the LWDA by online filing, together with the required $75 filing fee, and served on the Employer by certified mail. Aggrieved employee Luis Martinez ("Mr. Martinez") gives this notice on behalf of himself, the State of California, and all other current and former aggrieved employees of the Employer, and intends to commence a representative civil action to recover civil penalties under the Private Attorneys General Act ("PAGA") after the applicable notice period has run.

The Aggrieved Employee. Mr. Martinez was employed by the Employer as an hourly, non-exempt maintenance team member at the Employer's store in Santa Clara, California, from on or about October 1, 2007, until on or about February 12, 2026, when the Employer involuntarily terminated his employment. Upon his separation, the Employer paid Mr. Martinez his final wages by loading them onto a mandatory, unsolicited "Wisely" branded Visa payroll debit card. Mr. Martinez personally suffered the violations described below and is an "aggrieved employee" within the meaning of Labor Code section 2699(c).

The Employer. Whole Foods Market California, Inc. is a California corporation with its principal place of business in Emeryville, Alameda County, California, and operates grocery retail stores throughout California. The Employer employs one or more employees and is a "person" subject to civil penalties under the Labor Code.

The Aggrieved Employees. The aggrieved employees are all current and former employees of the Employer in California who, at any time within the limitations period, were paid all or part of their final wages upon separation from employment by means of a mandatory, unsolicited Wisely (or other) branded payroll debit card, rather than by lawful tender. On information and belief, the Employer applies this practice as a uniform, companywide policy. The Employer's own representatives have stated in writing that "[i]t is part of Whole Foods Market policies and procedures to issue a Wisely Card to any Team Member who is involuntarily separated." On information and belief, at least some employees who voluntarily separated from Employer were also paid their final wages via the same method.

Provisions Alleged to Have Been Violated. The Employer is alleged to have violated the following provisions of the Labor Code, each of which is subject to PAGA enforcement under Labor Code section 2699.5:

- Labor Code section 201 (immediate payment of wages upon discharge);
- Labor Code section 202 (timing of payment of wages upon resignation);
- Labor Code section 203 (waiting time penalties for willful failure to timely pay final wages);
- Labor Code section 212 (prohibited forms of payment; wages must be paid by an instrument negotiable and payable in cash, on demand, without discount, at an established in-state place of business whose name and address appear on the instrument, and not by scrip, coupon, card, or thing redeemable otherwise than in money);
- Labor Code section 213, subdivision (d) (deposit of wages permitted only into an account of the employee's choice that the employee has voluntarily authorized); and
- Labor Code section 225.5 (civil penalties for unlawful withholding of wages due in violation of section 212).

Facts and Theories Supporting Each Alleged Violation. The following facts and theories support the alleged violations of the foregoing provisions of the Labor Code:

1. *The uniform practice.* The Employer maintains and applies a uniform policy of paying final wages to separated employees by loading the wages onto a mandatory, unsolicited Wisely (or other) branded Visa payroll debit card, rather than by cash, a compliant negotiable instrument, or a voluntarily authorized direct deposit. Employees are not asked to authorize, and do not voluntarily authorize, payment by this method.

2. *Sections 212 and 213(d) (form and method of payment).* The payroll debit card is not a lawful method of paying wages. Funds loaded onto the card cannot be obtained in cash, on demand, and without discount at an established place of business in California whose name and address appear on the instrument. For Wisely branded cards, access to the funds is instead conditioned on activation through the myWisely mobile application or the mywisely.com website. As issued to Mr. Martinez, the card bore no employee name and was accompanied only by a blank check, and it could not be redeemed for cash at banks or at automated teller machines. The card is not an account of the employee's choosing at a bank, savings and loan association, or credit union, and the Employer did not obtain the employee's voluntary authorization for the deposit, as section 213(d) requires. Because employees must incur fees, delay, or other obstacles to access their wages or cannot access them at all—the practice violates section 212's requirement that wages be paid by an instrument negotiable and payable in cash, on demand, and without discount, and is not saved by section 213(d).

3. *Sections 201 and 202 (timing).* Because the Employer failed to pay separated employees their final wages in a lawful and accessible form at the time such wages were due, it failed to pay all wages earned and unpaid immediately upon discharge (section 201) or within the time required upon resignation (section 202). Where employees could not access their wages, or could access them only after delay, the wages were not paid when due.

4. *Section 203 (waiting-time penalties).* The Employer's failure to pay final wages in a lawful, accessible form at the time due was willful, and the Employer has not paid the affected employees waiting time penalties.

5. *Section 225.5 (penalty for unlawful withholding).* By paying wages through an instrument that does not permit the employee to obtain the full amount in cash, on demand, and without discount—including

through fees that reduce the amount received and holds or obstacles that delay or prevent access—the Employer unlawfully withheld wages due in violation of section 212, subjecting it to civil penalties under section 225.5.

Illustrative Facts as to Mr. Martinez. The Employer involuntarily terminated Mr. Martinez on or about February 12, 2026, and paid his final wages on a Wisely card received at his mailing address on or about February 13, 2026. The card bore no name and was accompanied by a blank check. Mr. Martinez, an elderly employee unfamiliar with app- and website-based payment, was unable to withdraw his final wages at banks or ATMs and still could not access his final pay as of mid-March, 2026. Eventually, on or about March 18, 2026, Mr. Martinez received a live check for his final wages to replace the Wisely card. On information and belief, other aggrieved employees have experienced the same or similar denial of, or delay in, access to their final wages under the same practice.

Civil Penalties Sought and Representative Capacity. Mr. Martinez intends to seek, on behalf of the State of California and all other aggrieved employees, the civil penalties available under Labor Code sections 2699(a) and 2699(f) for the violations identified above, including the penalties provided by section 225.5 for violations of section 212, together with reasonable attorneys' fees and costs under section 2699. This is a representative action on behalf of the State; it is not a class action and is not subject to class certification requirements.

Request to the Agency. Mr. Martinez respectfully requests that the LWDA advise whether it intends to investigate the alleged violations. If the Agency does not intend to investigate, or does not respond within the periods prescribed by Labor Code section 2699.3(a), Mr. Martinez intends to commence a representative civil action to recover civil penalties under PAGA. A file-stamped copy of the complaint will be provided to the Agency within ten days of filing as required by section 2699(s).

Thank you for your careful attention to this matter.

Very truly yours,

Lisa Blanco Jimenez

LISA BLANCO JIMENEZ
Attorney at Law

LBJ:ds