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August 12, 2024

VIA ONLINE SUBMISSION

Division of Occupational Safety and Health
ATTN: PAGA Administrator
(<https://dir.govfa.net/310>)

Subject: *Javier Felix v. Staples Contract & Commercial LLC*
LWDA Case No. LWDA-CM-1043758-24 – SECOND AMENDED NOTICE

Dear PAGA Administrator:

This office represents Javier Felix in connection with his claims under the California Labor Code. Mr. Felix was an employee of STAPLES CONTRACT & COMMERCIAL LLC (“STAPLES”). We previously provided notice of Mr. Felix’s claims to the California Labor and Workforce Development Agency (“LWDA”) on August 5, 2024, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). We also sent an amended notice on August 6, 2024. This second amended notice supplements Mr. Felix’s prior LWDA notices.

The employer may be contacted directly at the address below:

STAPLES CONTRACT & COMMERCIAL LLC
500 STAPLES DRIVE
FRAMINGHAM, MA 01702

Mr. Felix intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Felix seeks relief on behalf of himself, the State of California, and other persons who are or were employed by STAPLES as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

STAPLES employed Mr. Felix as an hourly paid, non-exempt Warehouse Lean Replenishment employee from approximately October 2022 to August 2023. Mr. Felix reported to work to STAPLES’s distribution center located at 4510 Alitalia Ave, # 300, Stockton, California 95206. During his employment, Mr. Felix typically worked eight (8) or more hours per day and five (5) days per week. At the time his employment ended, Mr. Felix was compensated approximately \$20.75 per hour. His primary job duties included, without limitation, cleaning and sanitizing the forklifts,

preparing scanners, receiving order batches on the scanner, retrieving items from the warehouse to fulfill orders, loading items on pallets, and dropping off pallets in the designated area.

STAPLES has committed each of the following Labor Code violations against Mr. Felix, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

During the relevant time period, STAPLES failed to provide Mr. Felix and other aggrieved employees with personal protective equipment, such as steel-toed boots, to keep them safe in the workplace. Despite the fact that STAPLES required Mr. Felix and other aggrieved employees to wear certain personal protective equipment, including steel-toed boots, while engaged in their work-related duties, STAPLES failed to provide such reasonably necessary equipment to Mr. Felix and other aggrieved employees to keep them safe.

STAPLES’s failure to provide Mr. Felix and other aggrieved employees with safety devices and safeguards for the workplace violates Labor Code sections 6401 and 6403. Mr. Felix and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f), and (k).

Accordingly, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a)-(c), and 2699.5, Mr. Felix, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against STAPLES for violations of California Labor Code sections 6401 and 6403.

Therefore, on behalf of all aggrieved employees, Mr. Felix seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

¹ These facts, theories, and claims are based on Mr. Felix’s experience and counsel’s review of those records currently available relating to Mr. Felix’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, Mr. Felix reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in cursive script, appearing to read "Ninel".

Ninel Kocharyan

Copy: STAPLES CONTRACT & COMMERCIAL LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

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500 STAPLES DRIVE
FRAMINGHAM, MA 01702

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STAPLES CONTRACT &
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500 STAPLES DRIVE
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