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ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 19 2016

Sherril N. Hargett, Executive Officer/Clerk
By: Ishayla Chambers, Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

BC 634605

10 SANDRA HOLM, an individual,

11 Plaintiff,

12 v.

13 TRADER JOE'S COMPANY, a
14 corporation; and DOES 1 through 50
15 inclusive,

16 Defendants.

CASE NO.

COMPLAINT FOR DAMAGES:

1. DISCRIMINATION BASED ON SEXUAL ORIENTATION
[Cal. Gov't Code § 12940(a)]
2. DISCRIMINATION BASED ON DISABILITY
[Cal. Gov't Code § 12940]
3. FAILURE TO REASONABLY ACCOMMODATE A KNOWN DISABILITY
[Cal. Gov't Code § 12940]
4. FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS
[Cal. Gov't Code § 12940]
5. RETALIATION FOR EXERCISING RIGHTS PURSUANT TO THE CALIFORNIA FAMILY RIGHTS ACT
[Cal Gov't Code § 12945.2(1)]
6. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
7. FAILURE TO PAY WAGES
[Cal. Lab. Code §§ 200, et seq.]
8. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
9. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

DEMAND FOR A JURY TRIAL

FAXED

1 Plaintiff Sandra Holm, as an individual, complains and alleges as follows:
2

3 **INTRODUCTION**

4 1. For nearly fifteen years, Plaintiff Sandra Holm – who began as a part-time
5 seasonal employee for defendant Trader Joe’s in 2001 and worked her way up to the position of
6 Store Manager (or, “Store Captain” in the vernacular used by defendant Trader Joe’s) – was an
7 absolutely outstanding Trader Joe’s employee. Indeed, in her last performance review (before the
8 discriminating anti-gay Regional Vice-President, Caroline Judd, became her supervisor), Trader
9 Joe’s Regional Vice-President Michael Shields gave Ms. Holm the ***highest possible*** overall
10 performance evaluation rating – a “5” (on a scale of 1 – 5). A “5” on Trader Joe’s performance
11 evaluation rating system stands for:
12

13 **“Exceptional: Top Performer. Consistently Exceeds**
14 **Expectations And Raises Bar.”**
15

16 2. In this exceptional performance evaluation, Regional Vice-President Michael
17 Shields wrote a glowing summary regarding Ms. Holm’s performance; stating, in part:
18

19 Sandy, you have made such an Incredible Impression and
20 Impart on the Crew at No.173. This store is now alive and
21 fun for your crew and customers. You truly have done an
22 amazing job turning around the feel of this store; it is now a
23 pleasure to visit with such an engaged Crew. You are
24 blossoming as a captain and leader with Trader Joe's and
25 are becoming a top leader; I am extremely lucky to have
26 you as an Integral part of the Region. You have a knack for
27 identifying your Crew's specific passions and empower
28 them to make key decisions that will benefit the store and
their development; you truly live the upside down pyramid.
Your Mates have learned so much from you in the past ten
months and all of them have grown into solid leaders under
your tutelage. Additionally, you have developed a strong
rapport with your customers and set: the tone for a great
customer experience. Your Crew have adopted many of

1 your strategies and have made a strong Impression on the
2 customers at their neighborhood store.

3 *See* August 14, 2014 Performance Evaluation attached as Exhibit “A.”

4 3. Recognizing Ms. Holm’s tremendous success as a Captain, defendant Trader
5 Joe’s repeatedly assigned to Ms. Holm some of the most challenging assignments for Store
6 Captains – to kick-start stores that were unprofitable, to close stores, and to open new stores in
7 key locations.

8 4. In January 2015, after nearly 15 years of outstanding performance, Ms. Judd
9 became Ms. Holm’s direct supervisor. Less than ten months later, Ms. Judd would deny with Ms.
10 Holm’s requests for reasonable accommodation of her disability (a knee injury), interfere with
11 Ms. Holm’s FMLA leave, quiz Ms. Holm about her sexual orientation, criticize Ms. Holm for
12 making charitable donations to LGBT organizations, and then fire Ms. Holm because she had
13 made the charitable donations to LGBT organizations.

14 5. Ms. Judd fired Ms. Holm because she did not like the fact that Ms. Holm was gay
15 and she (Ms. Judd) was angry that Ms. Holm made charitable donations to gay charities. As Ms.
16 Judd condescendingly chastised Ms. Holm, “*Just because I like kitty cats doesn’t mean that I can
17 make donations to kitty cat charities.*”

18 6. Indeed, relying on the testimony of Ms. Judd, Trader Joe’s opposed Ms. Holm’s
19 application for unemployment benefits; EDD rejected Ms. Judd’s testimony and awarded
20 unemployment benefits to Ms. Holm.

21 **JURISDICTION AND VENUE**

22 7. This Court has personal jurisdiction over each of the defendants because they are
23 residents of and/or doing business in the State of California.

24 8. Venue is proper in this county in accordance with Section 395(a) of the California
25 Civil Code of Civil Procedure because the defendants, or some of them, reside in this county,
26 and the injuries alleged herein occurred in this county. Venue is also proper in this county in
27 accordance with Section 12965(b) of the California Government Code because the unlawful
28 practices alleged by MS. HOLM in violation of the California Fair Employment and Housing

1 Act [Cal. Gov't Code §§ 12940, *et seq.*] were committed in this county. In the alternative, venue
2 is appropriate in this county in accordance with Section 395(a) and Section 395.5 of the
3 California Code of Civil Procedure because defendants and MS. HOLM contracted to perform
4 their obligations in this county, the contract was entered into in this county, and because the
5 liability, obligation, and breach occurred within this county.

6
7 **PARTIES**

8 9. Plaintiff Sandra Holm (“Plaintiff” or “MS. HOLM”) is an individual who, at
9 various relevant times during the events alleged herein, resided in Los Angeles County, State of
10 California. MS. HOLM was employed by defendant Trader Joe’s Company (hereinafter
11 “TRADER JOE’S” “the Company” or “defendant”), from late 2001 to her unlawful firing on
12 October 6, 2015.

13 10. MS. HOLM is informed and believes, and thereon alleges, that
14 Caroline Judd (hereinafter “JUDD”) is an individual, who at all relevant times during the events
15 alleged herein, resided in Los Angeles, California. During all relevant times during the events
16 alleged herein, JUDD was employed as Defendant TRADER JOE’S Regional Vice President and
17 MS. HOLM’s direct supervisor.

18 11. MS. HOLM is informed and believes, and thereon alleges, that defendants
19 TRADER JOE’S, and DOES 1 through 25, and each of them, are and, at all times mentioned
20 herein, were corporations, professional corporations, unincorporated associations, partnerships or
21 other business entities qualified to do business and/or are doing business in the State of
22 California. MS. HOLM is further informed and believes, and thereon alleges, that defendant
23 TRADER JOE’S corporate headquarters are located in the City of Monrovia, County of Los
24 Angeles, State of California. MS. HOLM is further informed and believes, and thereon alleges,
25 that said defendants are and were, at all relevant times mentioned herein, “employer[s]” within
26 the meaning of Sections 12926(d) and 12940(j)(4)(A) of the California Government Code.

27 12. The true names and capacities, whether corporate, associate, individual or
28 otherwise of defendants DOES 1 through 50, inclusive, are unknown to MS. HOLM, who

1 therefore sues said defendants by such fictitious names. Each of the defendants designated
2 herein as a DOE is negligently or otherwise legally responsible in some manner for the events
3 and happenings herein referred to and caused injuries and damages proximately thereby to MS.
4 HOLM, as herein alleged. MS. HOLM will seek leave of Court to amend this Complaint to
5 show their names and capacities when the same have been ascertained.

6 13. At all times mentioned herein, defendants, and each of them, were the agents,
7 representatives, employees, successors and/or assigns, each of the other, and at all times
8 pertinent hereto were acting within the course and scope of their authority as such agents,
9 representatives, employees, successors and/or assigns.

10
11 **FACTS COMMON TO ALL CAUSES OF ACTION**

12 **A. MS. HOLM's Long-Term Employment at Defendant TRADER JOE'S.**

13 14. Plaintiff SANDRA HOLM is a 40 year-old woman. MS. HOLM is a proud
14 lesbian. Over the course of nearly 15 years, MS. HOLM rose through the ranks at defendant
15 TRADER JOE'S, ultimately becoming a Store Captain.

16 15. MS. HOLM began working for defendant TRADER JOE'S in late 2001 as a
17 temporary seasonal employee for the holiday season as an hourly part time Crew Member at
18 Store No. 9 (Modesto) and then, beginning in July 2002, at Store No. 42 (La Canada). After
19 exhibiting performance that defendant TRADER JOE'S rated as exceeding company standards,
20 MS. HOLM was promoted to a full time Crew Member at Store No. 51 (Pasadena) in November
21 2002. In 2005, MS. HOLM was transferred to Store No. 102 (Cerritos) and then to Store No. 53
22 (Glendale), in 2006, she was transferred to No. 31 (mid-town Los Angeles, and in 2007, she was
23 transferred to Store No. 122 (Studio City). By the time that she was transferred to Store No. 192
24 (Sunset/Crescent Heights), MS. HOLM's knowledge and experience at defendant TRADER
25 JOE'S had helped her to elevate her work performance to the nearly perfect overall performance
26 evaluation rating of 4.92.

27 16. In or about 2008, based on her history of outstanding work performance,
28 defendant TRADER JOE'S promoted MS. HOLM to First Mate (also known as an Assistant

1 Store Manager) at Store No. 40 (West Hollywood), and then assigned to a brand new store –
2 Store No. 206 (Hollywood) – which she helped to open.

3 17. In or about 2010, based on her excellent work opening Store No. 206 and
4 thereafter serving as the First Mate at that store, MS. HOLM was promoted to Store Commander
5 or Captain (also known as a Store Manager) and transferred to Store No. 116 (Bixby Knolls).
6 Proving that she was a “team player,” and was dedicated to defendant TRADER JOE’S, MS.
7 HOLM accepted the promotion/transfer even though Store No. 116 was located 26 miles away
8 from her residence and, with traffic, her daily commute was sometimes nearly four hours (nearly
9 2 hours each way). After Store No. 116, Trader Joe’s transferred Ms. Holm to Store No. 29 in
10 Torrance. Subsequently, Trader Joe’s transferred Ms. Holm to Store No. 40 in West Hollywood.

11 18. Year after year after year, MS. HOLM received glowing performance evaluations
12 effusively lavishing her with praise, including, among other things:

- 13 • “You are blossoming as a captain and leader with Trader Joe’s and are
14 becoming a top leader; I am extremely lucky to have you as an Integral
15 part of the Region;”
- 16 • “Your Crew have adopted many of your strategies and have made a strong
17 Impression on the customers at their neighborhood store;”
- 18 • “I am thrilled with your performance. You are off to an excellent start as a
19 Commander! You have moved mountains in your store and have built a
20 strong foundation for your future. Your store has an incredible vibe and it
21 arrived when you arrived, so in other words you have played a key role in
22 making this happen;”
- 23 • “You oversaw several merchandising projects and took on several difficult
24 crew members who simply didn’t belong in our company. I am happy to
25 say that you successfully were able to accomplish quite a lot of positive
26 change. You are clearly driven to succeed and make change in your store;”
27 and
- 28 • “I am very proud of your accomplishments and your growth as a leader

1 and captain; I am very lucky to have you as a part of the Region.”

2 19. In or about August 2013, defendant TRADER JOE’S transferred MS. HOLM as
3 Store Captain to Store No. 173 (West Hollywood). Store No. 173 had a well-deserved reputation
4 as an “HR nightmare” and defendant TRADER JOE’S needed someone to fix it. During this
5 review period (which also encompassed MS. HOLM closing Store No. 40 – a big honor and
6 undertaking for Store Captains – indeed, TRADER JOE’S had only closed two other stores in its
7 history) –MS. HOLM’s supervisor gave her the highest possible performance evaluation rating –
8 5 (“Exceptional: Top Performer. Consistently Exceeds Expectations And Raises Bar”).

9 20. After MS. HOLM rehabilitated Store No. 173, MS. HOLM was then transferred
10 to Store No. 119 (West Los Angeles), yet another store in distress.

11 **B. As A Store Captain, MS. HOLM Was Empowered With Broad Discretion To Make**
12 **Donations To Community Groups.**

13 21. In order to create goodwill within the communities in which its stores are located,
14 defendant TRADER JOE’S strongly encourages its Store Captains make donations from their
15 store to charitable organizations in their communities.

16 22. At some point in time, defendant TRADER JOE’S had a policy manual – called a
17 “Navigation Manual” – that, among other things, addressed the company’s “guidelines” for such
18 donations. The *original* Navigation Manual vested broad discretion in each of the Store Captains
19 to determine to which charitable organizations donations should be made and how much should
20 be given.

21 23. Shortly after MS. HOLM became a Store Captain, defendant TRADER JOE’S
22 revised the Navigation Manual Donation Guidelines to vest the Store Captains with even more
23 authority to make donations. In particular, the *revised* Donation Guidelines provided the Store
24 Captain with the unfettered discretion to decide to which local community groups donations
25 should be made (without any approval from regional or corporate management). Similarly, the
26 *revised* Donation Guidelines also suggested that while donations should be limited to once per
27 year per charitable organization, exceptions could be made at the Store Captain’s discretion.
28 Finally, the Donation Guidelines pertaining to the size of the donations were substantially

1 liberalized to allow Store Captains greater discretion. No longer was Regional Vice-President
2 approval mandatory for picked-up donations in excess of \$100.00 or cash donations in excess of
3 \$250.00.

4 24. Subsequently, by around 2010, the Navigation Manual fell into disuse and was
5 eventually replaced by a Captain's Handbook which did not contain any charitable donation
6 guidelines. As a consequence, Store Captains garnered full discretion – limited only by
7 reasonableness – to determine to whom charitable donations should be made and in what
8 amount.

9 25. Store Captains across the Country routinely made charitable donations in excess
10 of \$250.00 without first seeking permission from their supervisors and they were neither
11 disciplined nor fired. Likewise, Store Captains across the Country routinely made large
12 charitable donations without first seeking permission from their supervisors and they were
13 neither disciplined nor fired. Store Captains across the Country also routinely violated other of
14 Trader Joe's oral and written policies and they were neither disciplined nor fired.

15 **C. CAROLINE JUDD Becomes MS. HOLM's Regional Vice President.**

16 26. On or about January 2015, MS. HOLM's previous Regional Vice President,
17 Michael Shields retired and JUDD became MS. HOLM's new supervisor.

18 27. Upon returning from a medical leave of absence in October 2014, MS. HOLM
19 was dismayed to learn that, due to the fact that defendant TRADER JOE'S had failed to
20 adequately staff Store No. 119 while MS. HOLM was on medical leave (*i.e.*, the store not only
21 did not have an acting "Captain" but it only had two reliable "Mates" rather than the ten
22 trustworthy "Mates" needed to properly run the store), the store was not doing well.

23 28. When JUDD first met with MS. HOLM in January of 2015, JUDD did not appear
24 to like or respect MS. HOLM. MS. HOLM is informed and believes that JUDD did not like her
25 because of her sexual orientation and the fact that she had been out of work on a medical leave of
26 absence.

27 29. Among other things, JUDD said that she was displeased with the condition of the
28 store and expressed the view that it was MS. HOLM's responsibility for the condition of the

1 store even though that was clearly not the case. It was apparent to MS. HOLM that defendant
2 JUDD did not care that MS. HOLM had drastically improved the store from the dismal state of
3 the store prior to MS. HOLM's arrival at the store and that JUDD was holding MS. HOLM
4 accountable for the store even though MS. HOLM had been out on medical leave in October and
5 on limited duty during November 2014. Indeed, when MS. HOLM first arrived at Store No. 119,
6 only five months before defendant JUDD replaced Mr. Shields, one of defendant TRADER
7 JOE'S long-time construction professionals, told MS. HOLM that Store No. 119 was "the worst
8 and most run-down store" he had seen in his 24-year experience with defendant TRADER
9 JOE'S.

10 30. MS. HOLM attempted to explain to JUDD the state of affairs at Store No. 119.
11 MS. HOLM tried to show JUDD how far the store had come in a short few months, what her
12 vision was for the future, and how, had she not gone out on a medical leave, the store would have
13 been in much better shape.

14 31. These explanations fell on deaf ears as JUDD simply blamed MS. HOLM for the
15 condition of the store and accused MS. HOLM of not working enough hours during her tenure as
16 the store's Captain to turn the store around. MS. HOLM explained to JUDD that she (MS.
17 HOLM) should not be blamed for what happened (or did not happen) at the store while she was
18 out of work on a protected medical leave but JUDD did not care.

19 **D. Defendant TRADER JOE'S Refuses to Accommodate MS. HOLM's Knee Injury.**

20 32. In March of 2015, MS. HOLM injured her knee. MS. HOLM told defendant
21 JUDD about her injury and that she needed a reasonable accommodation such as more support in
22 the store because she could not work at her full capacity with an injured knee. JUDD not only
23 denied MS. HOLM's request for accommodation and failed to hire additional support for Store
24 No. 119, but she also failed to engage in the interactive process to determine whether other
25 reasonable accommodations were available. As such, MS. HOLM continued to work at Store
26 No. 119 without the accommodation of proper support in the store. MS. HOLM repeatedly
27 reported to JUDD that she needed a reasonable accommodation such as additional support in the
28 store, but JUDD continued to fail to provide the necessary personnel and she continued to refuse

1 to engage in the interactive process.

2 33. Eventually, the pain in MS. HOLM's knee became so bad that she had no choice
3 but to undergo serious knee surgery on June 2, 2015. MS. HOLM went out on medical leave on
4 June 1, 2015 in order to undergo surgery and she was instructed by her doctors to stay away from
5 work in order to rehabilitate and heal. However, MS. HOLM ultimately ended up working
6 during her entire unpaid medical leave of absence, and, as such, defendant TRADER JOE'S
7 owes her compensation for that work.

8 34. In early August 2015, MS. HOLM informed defendant JUDD that she would be
9 able to return to work but would need slight accommodations. MS. HOLM informed defendant
10 JUDD that she had a note from her doctor recommending she not lift heavy objects, kneel, bend,
11 or pivot while working. To MS. HOLM's surprise and dismay, defendant JUDD did not approve
12 this request for slight accommodations and did not present MS. HOLM with any alternatives.
13 Nor did defendant JUDD engage in any type of interactive process with MS. HOLM. Instead,
14 adopting a "my way or the highway" approach, defendant JUDD forced MS. HOLM to go
15 against the wishes of her doctors and told MS. HOLM she could only return to work at defendant
16 TRADER JOE'S if she worked seven hours a day instead of five. This greatly delayed MS.
17 HOLM's ability to fully recover from her surgery.

18 **E. Defendant TRADER JOE'S Retaliates Against MS. HOLM For Taking Medical**
19 **Leave.**

20 35. On August 17, 2015, MS. HOLM had her annual review with JUDD. Defendant
21 JUDD gave MS. HOLM a score of 4 out of 5 which is lower than what MS. HOLM expected
22 (and lower than what her previous Regional Vice President had scored her a year earlier). JUDD
23 informed MS. HOLM that this score was partly due to the fact that MS. HOLM was out on
24 medical leave for part of the time JUDD was her supervisor.

25 36. MS. HOLM found this shocking as her (MS. HOLM's) medical leave should not
26 have negatively impacted her review. As a result of JUDD's review, MS. HOLM received a
27 bonus that was approximately \$5,000 less than her bonus from the previous year.

28 \\\

1 **F. JUDD Asks MS. HOLM Inappropriate and Intrusive Questions About MS.**
2 **HOLM’s Sexual Orientation, Criticizes MS. HOLM For Making Donations To Two**
3 **LGBT Groups, And Then Fires Her.**

4 37. After MS. HOLM returned from her medical leave in August 2015, JUDD and
5 MS. HOLM had a meeting. MS. HOLM and JUDD discussed several work-related matters and
6 then, out of nowhere, JUDD asked MS. HOLM several inappropriate personal questions
7 beginning with whether Ms. Holm had a “partner.” MS. HOLM felt that this question, which
8 had nothing to do with the subject of their conversation, was inappropriate, but answered that she
9 did.

10 38. JUDD then continued to ask MS. HOLM, amongst other things, how old her
11 girlfriend was, how long they had been together, and whether they were planning having
12 children. Not only were these questions offensive, extremely uncomfortable and invasive but, by
13 the tone and manner in which she asked these questions, JUDD appeared to have a problem with
14 gay people, gay marriage, and gay people having children, in general, and with MS. HOLM, for
15 being gay, in particular.

16 39. Very shortly after this inappropriate and harassing interaction, JUDD and MS.
17 HOLM met again on or around September 22, 2015. In this meeting, JUDD chastised MS.
18 HOLM for making several “large” donations to exclusively LGBT organizations – Jewish
19 Queers, Los Angeles LGBT Center, and Pacific Area Boosters Association – on behalf of
20 defendant TRADER JOE’S.

21 40. JUDD told MS. HOLM that it looked really bad that she made all of these “large”
22 donations to LGBT groups – “How do you think that this looks making all these large donations
23 just to LGBT groups?”

24 41. MS. HOLM was taken aback, and attempted to explain to JUDD that not all of the
25 donations had been made to LBGT organizations – the Pacific Area Boosters Association had
26 nothing to do with LGBT rights/issues. Rather, the Pacific Area Boosters Association was an
27 organization that supported the Los Angeles Police Department’s Pacific Division. MS. HOLM
28 also explained that she did not understand what was wrong with the size of the donations that she

1 had made to Jewish Queers, Los Angeles LGBT Center, and Pacific Area Boosters Association
2 as she was unaware of any policy that would prohibit such donations and that she had previously
3 made the same or larger donations and never gotten in trouble.

4 42. MS. HOLM's explanation fell on deaf ears. JUDD did not appear to care that one
5 of the organization – the Pacific Area Boosters Association – had nothing to do with LGBT
6 rights/issues. Instead, JUDD responded by accusing MS. HOLM of inappropriately favoring
7 LGBT organizations because MS. HOLM is a homosexual woman. Then, JUDD
8 condescendingly (and brazenly) admonished MS. HOLM saying “*I like kitty cats, but that*
9 *doesn't mean I can give money to all the kitty shelters.*”

10 43. JUDD also criticized MS. HOLM for not having an “itemized receipt” of the
11 items that MS. HOLM donated to one of the LGBT organizations. However, MS. HOLM
12 explained to JUDD that she *did* have an itemized receipt and indeed, she could show her the
13 receipt if necessary. Again, JUDD seemed disinterested in MS. HOLM's answer. Tellingly,
14 MS. HOLM was the only employee that was criticized for this alleged lack of an itemized receipt
15 (despite the fact that it was a crew member, not MS. HOLM who rang up the donation to the
16 organization in question, it was thus the crew member who was responsible for providing the
17 receipt).

18 44. In response to JUDD comparing MS. HOLM's sexual orientation to a “kitty cat,”
19 the LGBT organizations to “kitty cat shelters,” and accusing MS. HOLM of improperly favoring
20 these organizations, MS. HOLM told JUDD that she was deeply offended because she had no
21 personal connection to any of these LGBT organizations. JUDD, however, did not appear to
22 believe her. MS. HOLM explained to JUDD that, consistent with TRADER JOE'S policies and
23 practices, MS. HOLM transparently gave donations to any deserving organization that petitioned
24 TRADER JOE'S for assistance including LGBT organizations.

25 45. In fact, giving back to the community is one of the cornerstones that defendant
26 TRADER JOE'S is built on. In the past, defendant TRADER JOE'S congratulated and admired
27 MS. HOLM for using her leadership positions in the company to make donations to the
28 community.

1 46. MS. HOLM reviewed and authorized the donations for the LGBT organizations in
2 question in the same way she reviewed and authorized literally hundreds of donations in the past.
3 Defendant TRADER JOE'S never reprimanded or counseled MS. HOLM about the manner in
4 which she reviewed and authorized donations. To the contrary, defendant TRADER JOE'S
5 lauded MS. HOLM for doing so. Furthermore, the monetary amount of the donations to the
6 LGBT organizations JUDD singled out was not significantly more than donations Ms. Holm
7 authorized in the past.

8 47. Given this knowledge and background, it was easily apparent that the only reason
9 JUDD chastised MS. HOLM for these donations to LGBT organizations was due to the fact that
10 she (MS. HOLM) is a homosexual woman.

11 48. On October 6, 2015, after JUDD chastised MS. HOLM for these donations,
12 TRADER JOE'S wrongfully fired MS. HOLM, who had no prior disciplinary issues. Now,
13 however, JUDD changed her explanation for why she was upset with MS. HOLM and claimed
14 that MS. HOLM purportedly violated a written TRADER JOE'S policy that required Store
15 Captains to get permission from their supervisor before making donations over \$250.00.
16 However, TRADER JOE'S did not have such a policy and Store Captains throughout the United
17 States routinely make donations over \$250.00 without first getting permission from their
18 supervisors and none of them have been fired.

19 49. In violation of the Company's progressive discipline policy, JUDD did not give
20 MS. HOLM any type of interim discipline before firing MS. HOLM after fourteen years of
21 service.

22 **G. MS. HOLM Applies For Unemployment Benefits, TRADER JOE'S Contests Her**
23 **Claim, The EDD Holds A Hearing And Awards Her Unemployment Benefits.**

24 50. After defendant TRADER JOE'S fired her, MS. HOLM filed for unemployment
25 benefits. TRADER JOE'S contested her application arguing that MS. HOLM was fired for gross
26 misconduct because she violated the Company's donation policy by making charitable donations
27 in excess of \$250.00 without the permission of her supervisor, JUDD. Both MS. HOLM and
28 JUDD testified at the hearing. Interestingly, demonstrating her fixation homosexuality, JUDD

1 testified at the hearing that all of MS. HOLM's charitable donations in excess of \$250.00 were
2 made, without approval, to "LGBT" organizations. This statement was inaccurate – one of the
3 organizations was the Pacific Area Boosters Association having nothing to do with LGBT
4 rights/issues. And, JUDD was eventually forced to correct herself on the record at the hearing.
5 But, JUDD's fixated belief that MS. HOLM only made charitable donations over \$250.00 to
6 LGBT organizations is indicative of her bias against those types of organizations and gay people
7 in general particularly when considered in light of the fact that MS. HOLM previously had a
8 discussion with her about those donations and corrected JUDD's belief that all of the
9 organizations were LGBT organizations.

10
11 **FIRST CAUSE OF ACTION**

12 **DISCRIMINATION BASED ON SEXUAL ORIENTATION**

13 **(Cal. Gov't Code § 12940, et seq.)**

14 (Against defendants TRADER JOE'S and DOES 1-25)

15 51. MS. HOLM realleges and incorporates by reference paragraphs 1 through 42, as
16 though set forth in full.

17 52. As alleged herein and in violation of California Government Code Section 12940,
18 et seq., defendants, and each of them, discriminated against, and discharged MS. HOLM on the
19 basis of her sexual orientation. Defendants' conduct was substantially motivated by MS.
20 HOLM's sexual orientation.

21 53. By the aforesaid acts and omissions of defendants, and each of them, MS. HOLM
22 has been directly and legally caused to suffer actual damages including, but not limited to, loss of
23 earnings and future earning capacity, attorneys' fees, costs of suit and other pecuniary loss not
24 presently ascertained.

25 54. As a further direct and legal result of the acts and conduct of defendants, and
26 each of them, as aforesaid, MS. HOLM has been caused to and did suffer and continues to suffer
27 severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock, pain,
28 discomfort and anxiety. The exact nature and extent of said injuries is presently unknown to MS.

1 HOLM. MS. HOLM does not know at this time the exact duration or permanence of said
2 injuries, but is informed and believes and thereon alleges that some if not all of the injuries are
3 reasonably certain to be permanent in character.

4 55. MS. HOLM is informed and believes, and thereon alleges, that the
5 defendants, and each of them, by engaging in the aforementioned acts and/or in
6 authorizing and/or ratifying such acts, engaged in wilful, malicious, intentional, oppressive and
7 despicable conduct, and acted with wilful and conscious disregard of the rights, welfare and
8 safety of MS. HOLM, thereby justifying the award of punitive and exemplary damages in an
9 amount to be determined at trial.

10 56. As a result of defendants' acts and conduct, as alleged herein, MS. HOLM is
11 entitled to reasonable attorneys' fees and costs of suit as provided in Section 12965(b) of the
12 California Government Code.

13
14 **SECOND CAUSE OF ACTION**

15 **DISCRIMINATION BASED ON MEDICAL CONDITION AND DISABILITY**

16 **(Cal. Gov't Code § 12940, *et seq.*)**

17 (Against defendants TRADER JOE'S and DOES 1-25)

18 57. MS. HOLM realleges and incorporates by reference paragraphs 1 through 54, as
19 though set forth in full.

20 58. As alleged herein and in violation of California Government Code Section
21 12940, *et seq.*, defendants, and each of them, discriminated against, and discharged MS. HOLM
22 on the basis of her actual or perceived disability. Defendants' conduct was substantially
23 motivated by MS. HOLM's disability.

24 59. By the aforesaid acts and omissions of defendants, and each of them, MS. HOLM
25 has been directly and legally caused to suffer actual damages including, but not limited to, loss of
26 earnings and future earning capacity, attorneys' fees, costs of suit and other pecuniary loss not
27 presently ascertained.

28 60. As a further direct and legal result of the acts and conduct of defendants, and

1 each of them, as aforesaid, MS. HOLM has been caused to and did suffer and continues to suffer
2 severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock, pain,
3 discomfort and anxiety. The exact nature and extent of said injuries is presently unknown to MS.
4 HOLM. MS. HOLM does not know at this time the exact duration or permanence of said
5 injuries, but is informed and believes and thereon alleges that some if not all of the injuries are
6 reasonably certain to be permanent in character.

7 61. MS. HOLM is informed and believes, and thereon alleges, that the
8 defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing
9 and/or ratifying such acts, engaged in wilful, malicious, intentional, oppressive and despicable
10 conduct, and acted with wilful and conscious disregard of the rights, welfare and safety of MS.
11 HOLM, thereby justifying the award of punitive and exemplary damages in an amount to be
12 determined at trial.

13 62. As a result of defendants' acts and conduct, as alleged herein, MS. HOLM
14 isentitled to reasonable attorneys' fees and costs of suit as provided in Section 12965(b) of the
15 California Government Code.

16
17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO MAKE REASONABLE ACCOMMODATION FOR A**
19 **KNOWN DISABILITY AND/OR MEDICAL CONDITION**

20 (Cal. Gov't Code § 12940(m))

21 (Against defendants TRADER JOE'S and DOES 1-25)

22 63. MS. HOLM realleges and incorporates by reference paragraphs 1 through 60, as
23 though set forth in full.

24 64. As alleged herein and in violation of California Government Code § 12940(m),
25 defendants, and each of them, violated the California Fair Employment Housing Act by, among
26 other things, failing to provide reasonable accommodations for MS. HOLM's actual or perceived
27 physical disability.

28 65. At all times mentioned herein, MS. HOLM was willing and able to perform the

1 essential duties and functions of her position if such reasonable accommodation had been made
2 by defendants.

3 66. By the aforesaid acts and omissions of defendants, and each of them, MS. HOLM
4 has been directly and legally caused to suffer actual damages including, but not limited to, loss of
5 earnings and future earning capacity, attorneys' fees, costs of suit and other pecuniary loss not
6 presently ascertained.

7 67. As a further direct and legal result of the acts and conduct of defendants, and each
8 of them, as aforesaid, MS. HOLM has been caused to and did suffer and continues to suffer
9 severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock, pain,
10 discomfort and anxiety. The exact nature and extent of said injuries is presently unknown to MS.
11 HOLM. MS. HOLM does not know at this time the exact duration or permanence of said
12 injuries, but is informed and believes and thereon alleges that some if not all of the injuries are
13 reasonably certain to be permanent in character.

14 68. MS. HOLM is informed and believes, and thereon alleges, that the defendants,
15 and each of them, by engaging in the aforementioned acts and/or in authorizing and/or ratifying
16 such acts, engaged in wilful, malicious, intentional, oppressive and despicable conduct, and acted
17 with wilful and conscious disregard of the rights, welfare and safety of MS. HOLM, thereby
18 justifying the award of punitive and exemplary damages in an amount to be determined at trial.

19 69. As a result of defendants' acts and conduct, as alleged herein, MS. HOLM is
20 entitled to reasonable attorneys' fees and costs of suit as provided in Section 12965(b) of the
21 California Government Code.

22
23 **FOURTH CAUSE OF ACTION**

24 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS**

25 (Cal. Gov't Code § 12940(n))

26 (Against defendants TRADER JOE'S and DOES 1-25)

27 70. MS. HOLM realleges and incorporates by reference paragraphs 1 through 67, as
28 though set forth in full.

1 71. Defendants, and each of them, failed to engage in a timely, good faith, interactive
2 process with MS. HOLM to determine effective reasonable accommodations for her known
3 disability and medical condition, and, instead defendants terminated MS. HOLM's employment.

4 72. As alleged herein and in violation of California Government Code § 12940(n),
5 defendants, and each of them, violated the California Fair Employment and Housing Act by,
6 among other things, refusing to engage in a timely, good faith, interactive process with MS.
7 HOLM to determine effective reasonable accommodations for her known disability and medical
8 condition.

9 73. By the aforesaid acts and omissions of defendants, and each of them, MS. HOLM
10 has been directly and legally caused to suffer actual damages including, but not limited to, loss of
11 earnings and future earning capacity, attorneys' fees, costs of suit and other pecuniary loss not
12 presently ascertained.

13 74. As a further direct and legal result of the acts and conduct of defendants, and each
14 of them, as aforesaid, MS. HOLM has been caused to and did suffer and continues to suffer
15 severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock, pain,
16 discomfort and anxiety. The exact nature and extent of said injuries is presently unknown to MS.
17 HOLM. MS. HOLM does not know at this time the exact duration or permanence of said
18 injuries, but is informed and believes and thereon alleges that some if not all of the injuries are
19 reasonably certain to be permanent in character.

20 75. MS. HOLM is informed and believes, and thereon alleges, that the defendants,
21 and each of them, by engaging in the aforementioned acts and/or in authorizing and/or ratifying
22 such acts, engaged in wilful, malicious, intentional, oppressive and despicable conduct, and acted
23 with wilful and conscious disregard of the rights, welfare and safety of MS. HOLM, thereby
24 justifying the award of punitive and exemplary damages in an amount to be determined at trial.

25 76. As a result of defendants' acts and conduct, as alleged herein, MS. HOLM is
26 entitled to reasonable attorneys' fees and costs of suit as provided in Section 12965(b) of the
27 California Government Code.

28

FIFTH CAUSE OF ACTION

**RETALIATION FOR EXERCISING RIGHTS PURSUANT TO THE CALIFORNIA
FAMILY RIGHTS ACT**

(Cal. Gov t Code § 12945.2, subdivision (I))

(Against defendants TRADER JOE’S and DOES 1-25)

77. MS. HOLM realleges and incorporates by reference paragraphs 1 through 81, as though set forth in full.

78. As alleged herein and in violation of California Government Code § 12945.2, subdivision (I), defendants, and each of them, retaliated against, discharged and otherwise discriminated against MS. HOLM for exercising her right to family care and medical leave pursuant to the California Family Rights Act.

79. By the aforesaid acts and omissions of defendants, and each of them, MS. HOLM has been directly and legally caused to suffer actual damages including, but not limited to, loss of earnings and future earning capacity, attorneys’ fees, costs of suit and other pecuniary loss not presently ascertained, for which MS. HOLM will seek leave to amend when ascertained.

80. As a further direct and legal result of the acts and conduct of defendants, and each of them, as aforesaid, MS. HOLM has been caused to and did suffer and continues to suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature and extent of said injuries is presently unknown to MS. HOLM. MS. HOLM does not know at this time the exact duration or permanence of said injuries, but is informed and believes and thereon alleges that some if not all of the injuries are reasonably certain to be permanent in character.

81. MS. HOLM is informed and believes and thereon alleges that the defendants, and each them, by engaging in the aforementioned acts and/or in authorizing and/or ratifying such acts, engaged in wilful, malicious, intentional, oppressive and despicable conduct, and acted with wilful and conscious disregard of the rights, welfare and safety of MS. HOLM, thereby justifying the award of punitive and exemplary damages in an amount to be determined at trial.

82. As a result of defendants’ retaliatory and discriminatory acts as alleged herein,

1 MS. HOLM is entitled to reasonable attorneys' fees and costs of suit as provided in Section
2 12965(b) of the California Government Code.

3
4 **SIXTH CAUSE OF ACTION**

5 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

6 (Against defendants TRADER JOE'S and DOES 1-25)

7 83. MS. HOLM realleges and incorporates by reference paragraphs 1 through 87 as
8 though set forth in full.

9 84. As set forth herein, Defendants, and each of them, wrongfully terminated the
10 employment of MS. HOLM in violation of various fundamental public policies of the State of
11 California. These fundamental public policies are embodied in:

- 12 A. Section 12940 *et seq.* of the California Government Code;
- 13 B. Section 12945.2 of the California Government Code;
- 14 C. Section 200 *et seq.* of the California Labor Code;
- 15 D. Article I, Section 8 of the California Constitution; and
- 16 E. Various other California and Federal statutes and codes. Such
17 fundamental public policies prohibit employers from, *inter alia*,
18 discriminating against an employee on the basis of disability and sexual
19 orientation, and refusing to pay all wages earned.

20 85. By the aforesaid acts and omissions of Defendants, MS. HOLM has been directly
21 and legally caused to suffer actual damages including, but not limited to, loss of earnings and
22 future earning capacity, attorneys' fees, costs of suit and other pecuniary loss not presently
23 ascertained.

24 86. By the aforesaid acts and omissions of Defendants, and each of them, MS. HOLM
25 has been directly and legally caused to suffer actual damages including, but not limited to, loss of
26 earnings, reliance damages, costs of suit and other pecuniary loss in an amount not presently
27 ascertained, but to be proven at trial.

28 87. As a further direct and legal result of the acts and conduct of Defendants, and

1 each of them, as aforesaid, MS. HOLM has been caused to and did suffer and continues to suffer
2 severe emotional and mental distress, anguish, humiliation, embarrassment, insomnia, fright,
3 shock, discomfort and anxiety. MS. HOLM does not know at this time the exact duration or
4 permanence of said injuries, but is informed and believes, and thereon alleges, that some if not
5 all of the injuries are reasonably certain to be permanent in character.

6 88. MS. HOLM is informed and believes and thereon alleges that Defendants, and
7 each them, by engaging in the aforementioned acts and/or in authorizing and/or ratifying such
8 acts, engaged in wilful, malicious, fraudulent, intentional, oppressive and despicable conduct,
9 and acted with wilful and conscious disregard of the rights, welfare and safety of MS. HOLM,
10 thereby justifying the award of punitive and exemplary damages in an amount to be determined
11 at trial.

12 89. As a result of Defendants' conduct as alleged herein, MS. HOLM is entitled to
13 reasonable attorneys' fees and costs of suit as provided in Section 1021.5 of the California Civil
14 Procedure Code.

15 **SEVENTH CAUSE OF ACTION**

16 **FAILURE TO PAY WAGES**

17 **(CALIFORNIA LABOR CODE SECTION 200, *et seq.*)**

18 (Against defendants TRADER JOE'S and DOES 1-25)

19 90. MS. HOLM realleges and incorporates by reference paragraphs 1 through 94, as
20 though set forth in full.

21 91. By the aforesaid acts and omissions of Defendants, and each of them, MS. HOLM
22 was deprived of the wages to which she was entitled pursuant to the California Labor Code, the
23 California Industrial Welfare Commission's ("IWC") Wage Orders and other wage and hour
24 laws.

25 92. In violation of Labor Code Sections 200 *et seq.* and other wage and hour laws,
26 Defendants failed and refused to pay MS. HOLM the wages due and payable to her.

27 93. By the aforesaid acts and omissions of Defendants, MS. HOLM has been directly
28 and legally caused to suffer actual damages including, but not limited to, loss of earned wages

1 owed to her by Defendants.

2 94. As a result of Defendants' wilful failure to pay MS. HOLM her wages as alleged
3 herein, MS. HOLM is entitled to an additional waiting time penalty in an amount equal to thirty
4 days' of her regular rate of pay, as provided in Section 203 of the California Labor Code.

5 95. As a result of Defendants' failure to pay MS. HOLM her wages, and other
6 benefits, as alleged herein, MS. HOLM is entitled to interest on his unpaid wages from the date
7 they were due, as provided in Section 218.6 of the California Labor Code.

8 96. As a result of Defendants' failure to pay MS. HOLM her wages, as alleged herein,
9 MS. HOLM is entitled to reasonable attorneys' fees and costs of suit, as provided in Section
10 218.5 of the California Labor Code.

11
12 **EIGHTH CAUSE OF ACTION**

13 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

14 (Against All Defendants)

15 97. MS. HOLM realleges and incorporates by reference paragraphs 1 through 101, as
16 though set forth in full.

17 98. Defendants' conduct as described above was extreme and outrageous and was
18 done with the intent of causing MS. HOLM to suffer emotional distress and/or with reckless
19 disregard as to whether MS. HOLM would suffer emotional distress.

20 99. By the aforesaid acts and omissions of defendants, as aforesaid, MS. HOLM has
21 been caused to and did suffer and continues to suffer severe emotional and mental distress,
22 anguish, humiliation, embarrassment, insomnia, fright, shock, pain, discomfort and anxiety. MS.
23 HOLM does not know at this time the exact duration or permanence of said injuries, but is
24 informed and believes and thereon alleges that some if not all of the injuries are reasonably
25 certain to be permanent in character.

26 100. MS. HOLM is informed and believes and thereon alleges that the defendants, and
27 each of them, by engaging in the aforementioned acts and/or in authorizing and/or ratifying such
28 acts, engaged in wilful, malicious, fraudulent, intentional, oppressive and despicable conduct,

1 and acted with wilful and conscious disregard of the rights, welfare and safety of MS. HOLM,
2 thereby justifying the award of punitive and exemplary damages in an amount to be determined
3 at trial.

4
5 **NINTH CAUSE OF ACTION**

6 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

7 (Against All Defendants)

8 101. MS. HOLM realleges and incorporates by reference paragraphs 1 through 105, as
9 though set forth in full.

10 102. In the alternative, defendants breached their duty of care owed to MS. HOLM to
11 protect her from foreseeable harm. Defendants' conduct, as alleged above, was done in a
12 careless or negligent manner, without consideration for the effect of such conduct upon MS.
13 HOLM's emotional well-being.

14 103. By the aforesaid acts and omissions of defendants, and each of them, MS. HOLM
15 has been directly and legally caused to suffer actual damages including, but not limited to, loss of
16 earnings and future earning capacity, attorneys' fees, costs of suit and other pecuniary loss not
17 presently ascertained.

18 104. As a further direct and legal result of the acts and conduct of defendants, and each
19 of them, as aforesaid, MS. HOLM has been caused to and did suffer and continues to suffer
20 severe emotional and mental distress, anguish, humiliation, embarrassment, insomnia, fright,
21 shock, discomfort, anxiety, and related symptoms. The exact nature and extent of said injuries is
22 presently unknown to MS. HOLM. MS. HOLM does not know at this time the exact duration or
23 permanence of said injuries, but is informed and believes, and thereon alleges, that some if not
24 all of the injuries are reasonably certain to be permanent in character.

25 ///

26 ///

27 ///

28 ///

PRAYER FOR RELIEF

WHEREFORE, Plaintiff SANDRA HOLM prays for judgment against Defendants, and each of them, as follows:

1. General damages in an amount to be proved at trial;
2. Special damages in an amount to be proved at trial;
3. Reliance damages in an amount to be proved at trial;
4. Punitive damages in an amount appropriate to punish defendants and to make an example of them to the community;
5. Injunctive relief;
6. Reasonable attorneys' fees;
7. Costs of suit;
8. Interest;
9. All applicable civil penalties pursuant to Section 203 of the California Labor Code; and
10. For such other relief as the Court deems proper.

DATED: September 19, 2016

HELMER FRIEDMAN, LLP

By: 
Courtney Abrams, Esq.
Attorneys for Plaintiff
SANDRA HOLM

PLAINTIFF'S DEMAND FOR JURY TRIAL

Plaintiff SANDRA HOLM hereby demands a trial by jury.

DATED: September 19, 2016

HELMER FRIEDMAN, LLP

By: 

Courtney Abrams, Esq.
Attorneys for Plaintiff
SANDRA HOLM

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EXHIBIT A

Trader Joe's Performance Evaluation for Captain

Crew Member Name:

Employee Number:

Regional VP:

Store#:

Date:

Listed below are the primary responsibilities of a Captain. Please review them and evaluate yourself based on the two categories listed below: "What I do Well" and "Where I can Improve". You should use specific words or statements.

Key Responsibilities:

- The Captain educates Crew Members on products, giving them product knowledge to better service Customers.
- The Captain develops positive customer relationships and sets a high-profile example for the Crew.
- The Captain sets and achieves goals for the store and for his/her personal development.
- The Captain directs the plan to make the store an integral part of the community.
- The Captain creates and maintains plans to develop his crew. He/she develops talent for the Company.
- The Captain recognizes that the Store is our Brand. He/she protects, enhances and develops the Brand by taking care of it on a daily basis.
- The Captain focuses on building sales through Crew Member engagement and section leadership.

Holm, Sandra 1034359

What I do Well

I try to keep it simple: have fun, work hard, go home happy. The areas of my job that drive me are; educating the crew through impromptu and scheduled tastings, random product knowledge pop quizzes i.e sku numbers for POS and ripeness guides, driving the WOW customer experience, modeling best behaviors in delivering the WOW, sharing the goals, vision, status quo and the current standing of our goals with the crew, community involvement, educating the crew in the ways of the company, creating that sense of pride in Tjs in which crew members want to go to the next level, placing a heavy focus on Section Leadership which leads to higher sales percentages as well as the increasing average transaction and overall morale.

What I can Improve

I can improve on my communication in asking for clarity in turning in goals and meeting notes so that Michael doesn't have to follow up with me. I will ensure that the logs are written in support of our new Team Leaders program. I will hold myself and my Mates more accountable for processes and procedures. I will hold myself more accountable for more POS feedback. I will do my due diligence to make sure we have the right amount of stock levels vs spoils.

Holm, Sandra 1034359

Summary

During this review period I have been at 2 stores. We closed store #40 and then I was given the privilege to transition to #173. Both stores presented unique opportunities and challenges. As a team we efficiently closed down store #40 in an organized and expeditious manner. We were able to reach out to the community in order to let them say goodbye by signing butcher block paper displayed along the bridge wall. We ended up collecting about 50 feet of positive goodbye messages. We ran a very tight and profitable ship while maintaining the WOW customer experience and high morale at #40. My transition to #173 presented a different set of obstacles that we overcame because I had support at every level. We currently have run some of the best numbers in inventories and quarterlies because of the team concept that we have incorporated. The buy-in for Trader Joe's employees is at an all time high. Because of this buy-in I now have several crew members who have expressed their desire to go to the next level with the company. They now believe in our company and the numbers are proving it. We had our last inventory results finish at 99.8%. We just ran our most profitable quarter in the last 7 quarters. We have highly engaged, passionate and talented crew members. I believe my strength is in taking the crews potential and bringing out the best in them. They live up to their potential. By living up to their potential, it creates confidence. Confidence creates high morale and team work. This is the type of atmosphere I try to create. On the opposite end of the spectrum I also believe I have finessed my ability to get the tough, disengaged crew members off of the bus in a way that they not only thank me and the company but they remain loyal Trader Joe's customers. I cannot express my gratitude enough for this past year. Thank you for allowing me to be a part of such an historical event. In general, thank you for everything. I love my job and my company!

Regional Comments

Sandy, you have made such an incredible impression and impact on the Crew at #173. This store is now alive and fun for your crew and customers. You truly have done an amazing job turning around the feel of this store; it is now a pleasure to visit with such an engaged Crew. This past year you scored strength in every area and your overall score was a 4.76 and your Mate average was a 4.51. You are blossoming as a Captain and leader with Trader Joe's and are becoming a top leader; I am extremely lucky to have you as an integral part of the Region. You have a knack for identifying your Crew's specific passions and empower them to make key decisions that will benefit the store and their development; you truly live the upside down pyramid. Your Mates have learned so much from you in the past ten months and all of them have grown into solid leaders under your tutelage. Additionally, you have developed a strong repiore with your customers and set the tone for a great customer experience. Your Crew have adopted many of your strategies and have made a strong impression on the customers at their neighborhood store. During the January Wage review, you learned a valuable lesson on dealing with challenging crew Members. Based on some specific counseling, you were able to deliver a tough message to one of the most disengaged Crew Members and have turned them into a great and passionate employee. It is always better to be direct and honest with feedback, your Crew appreciates your honesty and would follow you to any store in the Region because they believe in you and know your will develop them. I look forward to the remodel in your store and know you will utilize the new layout and cases to boost sales above your

Trader Joe's Performance Evaluation for Captain

Holm, Sandra 1034359

current weekly double-digit gains. One area of focus and opportunity is creating better balance in the area of fiscal balance and growth. Please do not wait to be redirected or counseled to make improvements in payroll and spoils; you know where the store should be, just make it happen. Your crew has your full support and you have just touched the tip of the iceberg. Once you bring everything together, you will have one of the best stores in the Region and company.

Areas of Strength:

- Sandy, you have an honest and open relationship with your crew that has allowed you to build extremely strong and positive relationships.
- You have very strong merchandising skills and processes that enable your store to look very good day in and day out; additionally you have developed your Crew to maintain standards in your absence.
- You set the standard for the customer experience and have very clear expectations for your Crew.
- Sandy, you live the upside down pyramid and your Crew is allowed to utilize their strengths and passions to impact sales, their personal lives and the customer experience.
- You and your team have done a very good job adapting to the increased sales and customer count based on the closure of #40.
- There were far too many excellent accolades in the Crew Review to list; just keep doing what you are doing with a bit of Kaizen everyday.

Areas of opportunities:

- Continue to refine the team concept and ensure your Mate team is leading the Crew based on empowerment.
- Utilize the practices from the book; it's your Ship, to truly create an empowered and engaged Crew. As you grow as a Captain and a leader continue to release daily duties and decisions to your Crew so they can grow, develop and feel a sense of ownership.
- Set up a solid process for Crew development utilizing WOW U, TJU follow up and follow up on your four questions. What specific areas are your Mates lacking development and what is your plan to help them improve and grow?
- Ensure the Captain's log is used daily as a tool to improve communication and give specific shout outs to your Crew.
- Make sure your Mate team is always supporting our company focuses and support the Crew in every aspect of their job; the upside down pyramid.
- Believe in yourself; you really are as great as I think you are!

Sandy, here's to a great 2014-15 and the fun challenges that are ahead. You have had a very solid year and I appreciate all of your assistance and support.

PERFORMANCE RATING

5

REGIONAL COMPLETES

- 5 - Exceptional: Top performer. Consistently exceeds expectations and raises bar.
- 4 - Very Good: Strong performer. Frequently exceeds expectations.
- 3 - Good: Solid performer. Consistently meets expectations.
- 2 - Inconsistent: Performance is unpredictable. Improvement is needed.
- 1 - Unacceptable: Ineffective performance. Immediate and sustained improvement required.

Captain Signature

8/14/14

Date

Regional Signature

8/14/2014

Date