

**HAIG B.
KAZANDJIAN**
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December 18, 2020

BY U.S. CERTIFIED MAIL

California Labor & Workforce Development Agency
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

SIMPLIFY HR, INC.
Agent for Service of Process
Christopher A. Brown
8080 North Palm Avenue, Suite 300
Fresno, CA 93711

LIPPERT COMPONENTS, INC.
Agent for Service of Process
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

**Re: Notice of Labor Law Violations, California Labor Code Section 2698 Et. Seq. to
SIMPLIFY HR, INC., and LIPPERT COMPONENTS, INC.**

Dear Labor and Workforce Development Agency Representative,

We are writing on behalf of Mr. SAYED OMAR (“EMPLOYEE”) who seeks penalties from SIMPLIFY HR, INC., and LIPPERT COMPONENTS, INC., jointly and separately, (hereinafter referred to in their joint and/or separate capacity as “EMPLOYERS”) on his own behalf, on behalf of the State of California, and on behalf of all non-exempt, hourly employees who worked for either SIMPLIFY HR, INC. and/or LIPPERT COMPONENTS, INC. during the relevant statutory period for violations of the California Labor Code and applicable wage law, including but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 2802, and 2810.5.

EMPLOYEE intends to seek civil penalties, attorney’s fees, costs, and any and all other available relief for violations of the California Labor Code made recoverable under sections 2698, *et seq.*, the Labor Code Private Attorney General Act of 2004 (“PAGA”). EMPLOYEE seeks relief on his own behalf, on behalf of the State of California, and on behalf of all other non-exempt, hourly employees who were employed by EMPLOYERS (“Aggrieved Employees”).

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This Notice is sent in compliance with and pursuant to the reporting requirements of California Labor Code section 2699.3. This Notice is sent on behalf of all non-exempt, hourly employees of SIMPLIFY HR, INC., and it is sent on behalf of all non-exempt, hourly employees of LIPPERT COMPONENTS, INC. Nothing in this Notice should be interpreted as limiting the representative class to non-exempt, hourly employees who only worked for both EMPLOYERS only.

Factual Background

EMPLOYERS, both jointly and separately, employed EMPLOYEE as an hourly-paid, non-exempt employee at its Southern California location from on or about January 20, 2020 until on or about March 13, 2020.

EMPLOYEE is informed, believes, and thereupon alleges that EMPLOYERS are California corporations, licensed to do business and doing business in California. EMPLOYERS supply components to the recreational vehicle industry and/or provide support for same. EMPLOYERS have approximately 70 facilities throughout the United States.

EMPLOYEE is informed, believes, and thereupon alleges that at all relevant times, the above-named EMPLOYER(S) instituted and implemented standard practices and procedures for all hourly and/or non-exempt employees in California. This includes, but is not limited to, using the payroll and timekeeping management system for payroll processing, dissemination of wage statements, oversight and approval of rest breaks, meal breaks, and timekeeping.

EMPLOYEE seeks penalties on behalf of the State of California and all current and former hourly-paid, non-exempt employees (EMPLOYEE approximates EMPLOYERS employ 10,260 "Aggrieved Employees") who worked for EMPLOYERS during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA"). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same.

The facts¹ of the aforementioned violations of the California wage-and-hour laws include, but are not limited to, the facts referenced herein.

Violation of Labor Code 226, 432, 1198.5 (Failure to Provide Employment Records)

California Labor Code Section 226 provides, "An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former

¹ EMPLOYEE reserves the right to present and/or reference further evidence as it is discovered.

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employee [records of hours worked and wages paid]... shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.”

California Labor Code Section 432 provides, “If an employee signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request.”

California Labor Code Section 1198.5 provides that every employee shall be permitted to inspect and obtain a copy of their personnel records upon request.

In accordance with the process set out in Labor Code Section 226, EMPLOYEE requested, in writing by letter via certified first class mail to EMPLOYER, and regular first class mail to EMPLOYERS’ California agent for service of process, that EMPLOYER provide him with his wage and payroll history, all documents signed by EMPLOYEE pursuant to Labor Code Section 432, and a copy of his personnel records pursuant to Labor Code Section 1198.5. Receipts indicate that the correspondence was delivered to EMPLOYERS’ principal place of business.

Attached as “EXHIBIT A” is a true and correct copy of the aforementioned correspondence.

More than six (6) months have passed since EMPLOYER received EMPLOYEE’S correspondence requesting documents pursuant to Labor Code Section 226 and 432, and a copy of his personnel records pursuant to Labor Code Section 1198.5. However, EMPLOYERS have so far refused to provide EMPLOYEE with all of the documents to which he is entitled by law, including, but not limited to, his timesheets and his paystubs. Such failure by EMPLOYER makes it impossible for EMPLOYEE to accurately ascertain his damages and is precisely the type of behavior these statutes intend to prohibit.

Pursuant to the foregoing, EMPLOYEE is entitled to recover a \$750 penalty pursuant to Labor Code Section 226(f), a \$750 penalty pursuant to Labor Code Section 1198.5(k), and reimbursement for costs, including attorney’s fees as afforded under applicable law, including, but not limited to, Labor Code Sections 226(f) and 1198.5(k).

Violation of Labor Code 510 (Overtime and Double Time)

California Labor Code sections 510 and the applicable Wage Orders require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a week at the rate of at least time-and-one-half (1.5) times their regular rate of pay (“overtime”) for time such worked, and two (2) times their regular rate of pay (“double time”) for such hours worked in excess of twelve (12) hours in a day. “Regular rate” includes all remuneration, including non-discretionary bonuses and incentives.

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During the relevant time period, EMPLOYEE and other Aggrieved Employees regularly worked in excess of eight (8), and in excess twelve (12), hours in a workday and/or forty (40) hours in a workweek.

EMPLOYERS willfully failed to pay EMPLOYEE and other hourly-paid, non-exempt employees the wages to which they were entitled. EMPLOYERS routinely required this work to be performed before and/or after scheduled shifts, and/or during off-the-clock meal breaks, and/or during rest breaks.

EMPLOYERS failure to provide EMPLOYEE with the documents to which he is entitled by law, including, but not limited to, his timesheets and his paystubs, makes it impossible for EMPLOYEE to accurately ascertain his damages and is precisely the type of behavior, further causing injury to EMPLOYEE.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f)-(g).

Violation of Labor Code 226.7 and 512(a) (Rest and Meal Breaks)

California Labor Code sections 226.7, 512(a), and the applicable Wage Orders require employers to pay employees one (1) additional hour of pay at the employees' regular rate for each work day that a meal or rest period was not provided. Additionally, employers cannot require, cause, or permit an employee to work more than five (5) hours per day without providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday, employers are required to either provide a second, uninterrupted thirty (30) minute meal break or pay employees an additional one (1) hour of pay at the employees' regular rate. No employer shall require an employee to work during any rest period. Rest periods are based on the total hours worked in a day, at ten (10) minutes per four (4) hours or major fraction thereof.

EMPLOYERS failed to provide EMPLOYEE and other Aggrieved Employees with the required rest and meal break periods. EMPLOYEE and other Aggrieved Employees were routinely required to work through these periods instead, because of understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYERS.

EMPLOYEE and other Aggrieved Employees worked shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more without a second meal break, due to understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYERS.

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EMPLOYEE alleges that any purported appearance of meal and rest break compliance is because EMPLOYERS systematically and routinely clocked out for and/or otherwise altered the timekeeping records of EMPLOYEE and other Aggrieved Employees in an attempt to hide the aforementioned infractions. EMPLOYERS, knowingly and contrary to law and public policy, employed a tactic of clocking-out employees for rest and/or meal periods that were never taken and/or otherwise falsifying or altering timekeeping records.

EMPLOYERS knew, or should have known, that their behavior caused EMPLOYEE and other Aggrieved Employees to work through the above-described meal and/or rest periods. As a company-wide policy, EMPLOYERS still chose not to pay meal and rest period premiums required by law.

EMPLOYERS failure to provide EMPLOYEE with the documents to which he is entitled by law, including, but not limited to, his timesheets and his paystubs, makes it impossible for EMPLOYEE to accurately ascertain his damages and is precisely the type of behavior, further causing injury to EMPLOYEE.

Pursuant to the foregoing, EMPLOYERS violated California Labor Code sections 226.7, 512(a), and 1198. EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 1182.12, 1194, 1197, and 1197.1 (Minimum Wage)

California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

- (1) For any employer who employs 26 or more employees:
 - (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.
 - (B) From January 1, 2018, to December 31, 2018, \$11 per hour.
 - (C) From January 1, 2019, to December 31, 2019, \$12 per hour.
 - (D) From January 1, 2020, to December 31, 2020, \$13 per hour.
 - (E) From January 1, 2021, to December 31, 2021, \$14 per hour.
 - (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.
- (2) For any employer who employs 25 or fewer employees:
 - (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.
 - (B) From January 1, 2019, to December 31, 2019, \$11 per hour.
 - (C) From January 1, 2020, to December 31, 2020, \$12 per hour.
 - (D) From January 1, 2021, to December 31, 2021, \$13 per hour.
 - (E) From January 1, 2022, to December 31, 2022, \$14 per hour.
 - (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

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Due to the company-wide failures of EMPLOYERS as detailed throughout this Notice, EMPLOYEE and other Aggrieved Employees were also forced to work off-the-clock, and/or during rest breaks, and/or during meal breaks. EMPLOYERS failed to pay EMPLOYEE and other Aggrieved Employees minimum wage for this time and/or falsified timekeeping records to hide this fact.

EMPLOYERS failure to provide EMPLOYEE with the documents to which he is entitled by law, including, but not limited to, his timesheets and his paystubs, makes it impossible for EMPLOYEE to accurately ascertain his damages and is precisely the type of behavior, further causing injury to EMPLOYEE.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 226(a), 1174(d), and 1198 (Accurate Employment Records)

California Labor Code 226(a) requires employers to create and provide to employees true and accurate employment records. California Labor Code section 226(e) provides that if an employer fails to provide an employee with same, the employee is entitled to recover the greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and \$1,000 per employee for each subsequent violation.

California Labor Code 1174(d) requires employers to keep payroll records showing hours worked, and wages paid to and/or number of piece-rate units earned, for all employees. California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain same.

California Labor Code section 1198 provides that maximum hours and standard conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant to the applicable Wage Order, employers must keep accurate records of when employees begin and end each work period and each meal period.

EMPLOYERS knowingly provided employees with records that do not meet the statutory requirements of truth and accuracy, because, EMPLOYERS failed to truthfully and accurately document, among other things, employees off-the-clock work. Accordingly, EMPLOYERS did not list the correct amount of gross or net wages earned by EMPLOYEE and other Aggrieved Employees.

The statements in question are deficient in many other ways, including, but not limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers of hours worked at each rate, failure to list piece-rate units earned and the applicable piece-rate, failure to

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list deductions, failure to track sick leave, failure to list the employee and SSN/EID properly, failure to list the full legal name and address of the employer, failure to list inclusive dates for which employees are paid, failure to provide employees with the ability to easily access wage statements and get hard copies at no expense to the employee, and/or failure to state all hours worked as a result of off-the-clock work.

EMPLOYERS willfully failed to maintain accurate payroll records for EMPLOYEE and other Aggrieved Employees as a result of EMPLOYERS failure to accurately record employees rest breaks, meal breaks, and off-the-clock work.

EMPLOYERS failed to accurately keep records of start and stop times for meal periods and/or work shifts. EMPLOYERS failure makes it impossible for EMPLOYEE and other Aggrieved Employees to accurately determine the extent of their underpayment, thereby causing further injuries to each of them.

EMPLOYERS failure to provide EMPLOYEE with the documents to which he is entitled by law, including, but not limited to, his timesheets and his paystubs, makes it impossible for EMPLOYEE to accurately ascertain his damages and is precisely the type of behavior, further causing injury to EMPLOYEE.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of California Code of Regulations 11050(5)(A) (Reporting Time)

California Code of Regulations, Title 8, section 11050(5)(A) provides that for each workday when an employee is required to and does in fact report to work, but is either not put to work or is furnished less than half of said employee's usual scheduled day's work, that employee should be paid for no less than half, and in no event less than two (2) hours, of the employees regular rate of pay.

EMPLOYEE and other Aggrieved Employees were told by EMPLOYERS to report to work and were either not put to work or were furnished less than half of said employee's usual scheduled day's work. EMPLOYERS routinely failed to pay the required reporting time wages to EMPLOYEE and other Aggrieved Employees for each of these instances.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of California Code of Regulations 11050(4)(C) (Split Shifts)

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California Code of Regulations 11050(4)(C) provides that when an employee works a “split shift”, one (1) hour’s pay at the State or local minimum wage (whichever is greater) must be paid in addition to the minimum wage for that workday. A “split shift” is defined as a work schedule which is interrupted by non-paid non-working periods established by the employer, other than *bona fide* rest or meal periods.

EMPLOYERS routinely scheduled EMPLOYEE and other Aggrieved Employees for multiple different shifts throughout the same workday, separated by periods other than *bona fide* rest or meal breaks. EMPLOYERS failed to pay EMPLOYEE and other Aggrieved Employees one (1) hour’s pay at the applicable minimum wage, which resulted in EMPLOYEE and other Aggrieved Employees being paid less than the applicable minimum wage for that day. As a consequence, EMPLOYERS also failed to separately list “split shift” payments on EMPLOYEE and other Aggrieved Employees wage statements.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 204 (All Wages Paid on Time)

California Labor Code section 204 requires that all wages earned, other than those due upon termination, be paid on time as defined by the statute.

EMPLOYERS failed to pay EMPLOYEE and other Aggrieved Employees all wages due to them, including, but not limited to: overtime wages, double time wages, minimum wages, split shift pay and/or reporting time pay within the statutorily required time period.

EMPLOYERS failure to provide EMPLOYEE with the documents to which he is entitled by law, including, but not limited to, his timesheets and his paystubs, makes it impossible for EMPLOYEE to accurately ascertain his damages and is precisely the type of behavior, further causing injury to EMPLOYEE.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 210, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 201, 202, and 203 (Timely Payment Upon Discharge or Resignation)

California Labor Code sections 201, 202, and 203 provide that employees who are terminated are due all wages earned immediately. Employees who resign their employment without 72-hour notice are due all wages earned in 72 hours. Employees who resign their employment giving 72-hour notice are entitled to all wages earned at the time their resignation becomes effective.

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EMPLOYERS terminated their employment relationship with EMPLOYEE on March 13, 2020. Accordingly, EMPLOYEE was due all wages earned at that time immediately. However, when EMPLOYEE did receive their final paycheck from EMPLOYER, that final paycheck was legally deficient in that it did not account for all wages earned, despite EMPLOYER knowing that such wages were due to EMPLOYEE.

EMPLOYERS willfully failed to timely pay EMPLOYEE and other Aggrieved Employees who are no longer employed by EMPLOYERS all wages earned, including, but not limited to: overtime, minimum wages, rest period premium wages, meal period premium wages, accrued time off, and/or reporting time pay.

EMPLOYERS failure to provide EMPLOYEE with the documents to which he is entitled by law, including, but not limited to, his timesheets and his paystubs, makes it impossible for EMPLOYEE to accurately ascertain his damages and is precisely the type of behavior, further causing injury to EMPLOYEE.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 2810.5(a)(1)(A)-(C) (Wage Theft Prevention Act)

Codified in California Labor Code section 2810.5, California's Wage Theft Protection Act requires employers to provide employees with basic information at the time of hiring and when changes occur to their employment. The Wage Theft Protection Act provides that an employee must be furnished with written notice of, at the time of hiring; rate of pay (including overtime), whether paid by hour, salary, piece-rate, shift, day, week, commission, or otherwise, and allowances claimed such as meal or lodging. This notice must include a statement that the employee can accrue and use sick leave, has the right to request and use paid sick leave, may not be terminated or retaliated against for requesting or using paid sick leave, and has the right to file a complaint against any employer who does so retaliate.

EMPLOYER hired EMPLOYEE on or about January 20, 2020, and EMPLOYEE continued to work for EMPLOYER until on or about March 13, 2020. During that time, changes, including, but not limited to, raises, promotions, title changes, relocations, and new and additional assignments were earned by and/or assigned to EMPLOYEE. As a result of each of these, changes occurred to EMPLOYEE's employment as defined by Labor Code 2810.5(a)(1)(A)-(C) and the Wage Theft Prevention Act.

When hired and each time such changes to EMPLOYEE's employment occurred, EMPLOYER was required to furnish documents to EMPLOYEE with such basic information and written notice of, among other things, his rate of pay (including overtime), his right to accrue and request paid sick leave, and his right to file a complaint against EMPLOYER should they infringe

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upon such rights. EMPLOYER failed to furnish EMPLOYEE and other Aggrieved Employees with such written notices as required.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 2800, 2802 (Reimbursement of Necessary Expenditures)

California Labor Code Sections 2800 and 2802 require that an employer indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.

EMPLOYEE and other Aggrieved Employees were directed and expected to incur personal expenses on behalf of EMPLOYERS while performing their job duties. Such personal expenses include, but are not limited to: use of personal cell phone, travel expenses, and parking expenses. EMPLOYEE and the other Aggrieved Employees would not have been able to successfully accomplish their job duties absent incurring these personal expenses. EMPLOYER(S) failed to indemnify EMPLOYEE and other Aggrieved Employees for all necessary expenditures or losses accordingly.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 246 (Notice of Paid Sick Time and Accrual)

California Labor Code section 246 provides that an employee who works for the same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a rate not less than one hour per every 30 hours worked, such accrual beginning at the commencement of employment. Employers must provide employees with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage statements (as described in Labor Code section 226) or in a separate writing accompanying such wage statements.

EMPLOYERS failed to furnish upon EMPLOYEE, either on itemized wage statements or in a separate writing accompanying such wage statements, the amount of sick leave available to EMPLOYEE.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), 248.5(e) and any and all other applicable law.

Conclusion

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Pursuant to the foregoing, EMPLOYEE seeks remedies set forth in Labor Code section 558 for themselves, the State of California, and all other Aggrieved Employees. Pursuant to California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and 558, EMPLOYEE, acting in the public interest as Private Attorney General, seeks the applicable penalties for themselves, all other Aggrieved Employees, and the State of California against EMPLOYER(S) for violations of Labor Code sections, including, but not limited to: 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 2802, and 2810.5, and any and all other applicable law.

If you have questions or require additional information, please do not hesitate to contact us. Thank you in advance for your attention to this matter.

Very truly yours,

Haig B. Kazandjian Lawyers, APC



Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Kevin P. Crough, Esq.

EXHIBIT A

**HAIG B.
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May 5, 2020

VIA US CERTIFIED MAIL

Simplify HR, Inc.

Agent for Service of Process
Christopher A. Brown
8080 North Palm Avenue, Suite 300
Fresno, CA 93711

Personnel Staffing Group, LLC

Agent for Service of Process
Corporate Creations Network, Inc.
4640 Admiralty Way, 5th Floor
Marine Del Rey, CA 90292

Re: Statutory Demand for Inspection and Copying of Employment Records

Dear Simplify HR, Inc. and Personnel Staffing Group, LLC,

I am writing on behalf of Sayed Omar (hereinafter "employee") with respect to his recent employment with your company. Pursuant to California Labor Code §§ 226, 432, and 1198.5, we are requesting that Simplify HR, Inc. and Personnel Staffing Group, LLC send us copies of all of the following records relating to employee including:

- (1) Any instrument or document signed by employee relating to the obtaining and/or holding of his or her employment, (2) employee personnel file, (3) gross and net wages earned, pay stubs, wage statements, and time records, (4) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification member other than a social security number may be shown on the itemized statement, (5) the name and address of the legal entity that is the employer, (6) any and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, (7) any and all records relating to business-related expense reimbursements, (8) any and all records relating to employee's missed, late, or interrupted meal and/or rest breaks, (9) any and all records relating to overtime worked by employee, including overtime compensation received by employee, (10) any and all arbitration and/or employment agreements signed by employee, if any, (11) any and all settlement/release agreements, and non-compete agreements signed by employee, if any, (12) job description(s) and employee handbook(s), and (13) any and all other records that relate to employee's compensation, time worked/ scheduled, or other employment-related issues.

801 N. BRAND BLVD. SUITE 970 | GLENDALE, CALIFORNIA 91203 | T (818) 696-2306 | F (818) 696-2307

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Additionally, pursuant to Labor Code § 1198.5, we request any and all records relating employee's performance, including but not limited to: performance reviews, promotions, demotions, change of rate(s) of pay, change of job position(s) and/or job title(s), verbal or written warnings, reprimands, discipline or adverse actions.

Additionally, you are required to produce a complete copy of all Employee's records as required by Paragraph 7 of the applicable California Industrial Wage Order, including but not limited to time-sheets documenting all Employee's time in and time out records and pay stubs. Additionally, any agreements signed between you and the Employee including but not limited to an Agreement to Arbitrate.

Labor Code § 226 further provides that "an employer who receives a written or oral request to inspect or copy records...pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." Failure to promptly comply with the above demand may result in a seven hundred fifty-dollar (\$750) penalty and may result in employee bringing an action for injunctive relief to ensure compliance, entitling them to an award of costs and reasonable attorney's fees.

Employee also requests, pursuant to Labor Code § 1198.5, that they be allowed as soon as possible to inspect all records Simplify HR, Inc. and Personnel Staffing Group, LLC "maintain relating to the employee's performance or to any grievance concerning the employee..."

Please call me if you have any questions or concerns. I look forward to receiving the requested records at my office promptly so that I can advise employee.

Employee has also signed this request below and is authorizing and consenting to the release of the requested information to this office.

Thank you for your attention to this matter.

Very truly yours,

Kevin Crough

Haig B. Kazandjian, Esq.
Kevin Crough, Esq.

Sayed Omar

Sayed Omar

05 / 05 / 2020

Date

801 N. BRAND BLVD. SUITE 970 | GLENDALE, CALIFORNIA 91203 | T (818) 696-2306 | F (818) 696-2307