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November 3, 2021

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: *Tyler v. 1 A Lifesafer Inc./#1 A Lifesafer of California, Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of the claims asserted on behalf of myself and all similarly aggrieved employees against my former employer, 1 A Lifesafer Inc./#1 A Lifesafer of California, Inc. (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 201-204, 510, 558, 1194, 1197, 1197.1 by not paying proper overtime wages to me and other similarly situated aggrieved employees. Specifically, throughout our employment with the Company, non-exempt employees and I earned non-discretionary remuneration, including, but not limited to commissions and bonuses. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our overtime wages. However, whenever the Company paid me and other employees our overtime wages during periods in which we earned such non-discretionary remuneration, the overtime wages were not paid at 1.5 time the regular rate of pay but rather were paid at 1.5 times our base rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the wage violations set forth above.

2. Violated Labor Code §§ 201-204 and 246 by failing to pay sick pay at the regular rate of pay. I and other similarly situated aggrieved employees routinely earned non-discretionary remuneration, including, but not limited to commissions and bonuses, thus increasing our regular rate of pay. However, when sick pay was paid, it was paid at our base rate of pay rather than the regular rate of pay.

3. Violated Labor Code §§ 201 and 203 by failing to pay all final wages in a timely manner upon the involuntary termination of employment. I and other similarly situated aggrieved employees who were involuntarily terminated were not paid our final wages on the day of our termination. Rather, we were paid our final wages after our termination date.

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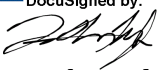
4. Violated Labor Code § 226(a) by failing to provide accurate wage statements. Separate and apart from the violation set forth above, and as a wholly independent violation, the wage statements issued to me and other similarly situated aggrieved employees failed to identify the accurate legal name of the employer. While the wage statements identified 1 A Lifesafer Inc. as the name of the employer, no such company exists within the State of California. Rather, it appears that the correct legal name of the company is #1 A Lifesafer of California, Inc.

The address for the Company is:

3630 Park 42 Drive
Suite 140C
Cincinnati, OH 45242

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

2718915567445
John Tyler

cc: 1 A Lifesafer Inc./#1 A Lifesafer of California, Inc. (by certified mail)