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February 12, 2026

PAGA NOTICE FILED ELECTRONICALLY

Re: *Fourth Amended Notice Letter on Behalf of RAFAEL LARA ZAVALA and Aggrieved Employees Under California Labor section 2699.3*

Employers:

NATURIPE BERRY GROWERS, INC.
1611 Bunker Hill Way, Suite 200
Salinas, CA93906
(CMRR Tracking # 9414809898643578092404)

NATURIPE BERRY GROWERS, INC.,
c/o JEFF MINK
1611 BUNKER HILL WAY, SUITE 200
SALINAS, CA 93906
(CMRR Tracking #
9414809898643578092794)

NATURIPE AVOCADO FARMS LLC
9450 CORKSCREW PALMS CIR STE 202
ESTERO, FL33928
(CMRR Tracking # 9414809898643578092831)

NATURIPE AVOCADO FARMS LLC
c/o Jerry Moran
1812 CABO CT.
APTOS, CA 95003
(CMRR Tracking
#9414809898643578092893)

NATURIPE FARMS IMPORTS, INC.
9450 CORKSCREW PALMS CIR STE 202
ESTERO, FL33928
(CMRR Tracking #9414809898643578092930)

NATURIPE FARMS IMPORTS, INC.
c/o GONZALO CANESSA
950 INDUSTRIAL AVENUE SUITE 5
OXNARD, CA 93030
(CMRR Tracking
#9414809898643078509280)

NATURIPE FARMS, LLC.
9450 CORKSCREW PALMS CIR STE 202
ESTERO, FL33928
(CMRR Tracking #9414809898643078509235)

NATURIPE FARMS, LLC.
c/o Jerry Moran
1611 BUNKER HILL WAY #250
SALINAS, CA 93906
(CMRR Tracking
#9414809898643578093012)

NATURIPE VALUE ADDED FOODS, LLC
9450 CORKSCREW PALMS CIR STE 202
ESTERO, FL33928
(CMRR Tracking #9414809898643578093319)

NATURIPE VALUE ADDED FOODS, LLC
c/o Jerry Moran
1611 BUNKER HILL WAY #250
SALINAS, CA 93906
(CMRR Tracking #
9414809898643578093241)

NATURIPE VALUE ADDED FRESH, LLC
9450 CORKSCREW PALMS CIR STE 202
ESTERO, FL33928
(CMRR Tracking #9414809898643578093111)

NATURIPE VALUE ADDED FRESH, LLC
c/o Jerry Moran
1812 CABO CT.
APTOS, CA 95003
(CMRR Tracking
#9414809898643578093470)

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter "PAGA Notice"). The $75 filing fee for the PAGA Notice was paid online by credit card at the time the initial PAGA Notice was submitted online to the Department of Industrial Relations.

This fourth amended PAGA Notice concerns RAFAEL LARA ZAVALA's ("Employee") employment with Employee's former employers NATURIPE BERRY GROWERS, INC., NATURIPE AVOCADO FARMS LLC, NATURIPE FARMS IMPORTS, INC., NATURIPE FARMS, LLC, NATURIPE VALUE ADDED FOODS, LLC., and NATURIPE VALUE ADDED FRESH, LLC ("Employers"). All Employers except NATURIPE BERRY GROWERS, INC. were inadvertently removed when Employee filed his Second Amended PAGA Notice. Employee was employed as a non-exempt employee of Employers, at without limitation, 1611 Bunker Hill Way 2nd floor, Salinas, CA 93906, with duties that included, but were not limited to, sampling produce for quality control, from approximately May of 2008 through to approximately October of 2024. Employee seeks to represent non-exempt employees of Employers, as further set forth below. All employees that Employee seeks to represent, as detailed in this Paragraph, shall be referred to as "Aggrieved Employees". Moreover, the allegations herein shall encompass the "PAGA Period", which shall refer to three years preceding the date of this letter and continuing past the date of this Letter into perpetuity.

Employee and other Aggrieved Employees personally suffered Employers' violations of the Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employers had and has a policy or practice of requiring its Employee and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or

permitting employees to work off the clock. In addition, Employers failed to pay at the proper overtime include all forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay. Moreover, from the information provided by Employers, it appears that, at least for a portion of time, Employers failed to pay for all time clocked in by Employee and Aggrieved Employees less hours than actually worked. These practices were all to the detriment of Employee and other Aggrieved Employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated Labor Code sections 223, 551, 552, 1194, 1198, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages, including, without limitation, unpaid overtime wages each day worked by each Aggrieved Employee during the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employers had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employers' control each day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock. Moreover, from the information provided by Employers, it appears that, at least for a portion of time, Employers failed to pay for all time clocked in by Employee and Aggrieved Employees less hours than actually worked. As such, Employee is informed and believes, and based thereon alleges, that Employers violated, without limitation, Labor Code sections 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them for work each day for each Aggrieved Employee in the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employers had and has a policy or practice of compelling its Employee and other Aggrieved Employees during the PAGA Period to every day work in excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, each workday, without limitation failure to provide a suitable break area; by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods;

providing short meal periods, including without, limitation meal periods that were recorded for less than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer but in practice were shorter than thirty minutes not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated Labor Code 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employers would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employers maintains policies or practices of compelling Employee and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation; by failing to provide rest periods all together; failing to provide a suitable rest facility; failing to provide rest periods that were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation, interrupting them; not providing rest periods in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Employers would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.

Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employers maintains policies or practices of failing to permit Employee and other Aggrieved Employees from taking cooldown periods every day as required under California Code of Regulations, Title 8, Section 3395; and premium pay in lieu thereof under Labor Code section 226.7. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated California Code of Regulations, Title 8, Section 3395 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. Employers would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

In addition to the above, Employee is informed and believes, and based thereon alleges that Employers failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employee and the Aggrieved Employees personally suffered these violations, which in turn would entitle Employee and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employers would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Both independently and as a result of, among other things, Employers' herein-described policies or practices, Employers also intentionally failed and continues to fail to furnish Aggrieved Employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated Labor Code sections 226 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 for each pay period worked during the PAGA Period. However, Employee is

informed and believes that those penalties under Labor Code section 226 were not paid for these violations of Labor Code sections 226. Employers would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would also be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employers, both independently and for the reasons stated above, also willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 for each pay period worked during the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Because Employers refused to provide Employee's personnel file on January 27, 2025, Employee is unable to provide specifics regarding the exact documents, and language therein, that Employee was required to sign. Nevertheless, Employee recalls, and thus Employee is informed and believes, and based thereon alleges, that Employers required or requires the execution of a release of claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, including, without limitation, as a condition of being paid, to execute a statement of the hours worked during a pay period in which Employers knew to be false. As such, Employee is informed and believes, and based thereon alleges that Employers violated Labor Code sections 206.5 and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Because Employers refused to provide Employee's personnel file on January 27, 2025, Employee is unable to provide specifics regarding the exact documents, and language therein, that Employee was required to sign. Nevertheless, Employee recalls, and thus Employee is further informed and believes, and based thereon alleges that Employers failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the

Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employers, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Employee is informed and believes that Employers violated Labor Code sections 1198 and 2810.5. Employee and other Aggrieved Employees personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may collect from Employers in connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employers also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other Aggrieved Employees, with their costs incurred for the purchase and maintenance of cellular phones and cellular phone plans, as required by Labor Code sections 2800 and 2802, and other statutory and common law offenses. As a result, Employee and other Aggrieved Employees have personally suffered these violations and Employers are liable to reimburse Employee and other Aggrieved Employees for these costs incurred in furtherance of work duties. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In addition, Employers would be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges, that Employers has or had a policy or practice of failing to provide Employee and other aggrieved employees with all rights afforded to them under the Healthy Workplace Heathy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employers also did not permit its use upon request by Employee and other Aggrieved Employees as contemplated under California and local laws, including, without limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner without retaliation. Employee is additionally informed and believes that the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory

payroll or workplace injury reporting. Employee is thus informed and believes that Employers violated these Labor Code sections, as well as Labor Code section 1198. As such, Employee and other Aggrieved Employees have personally suffered violations under these sections and Employers would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employers had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employers did not and do not pay Employee and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198 due to, among other things, the violations set forth above, the derivative nature of which is an implicit consequence of the rationale in *Camp v. Home Depot USA, Inc.* (2022) 84 Cal.App.5th 638. As such, Employee is informed and believes, and based thereon alleges that Employers violated Labor Code section 204 and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Once again, Employers did not provide Employee with the documents Employee signed to obtain or maintain employment in violation of Labor Code sections 1198.5 and 432. However, based on memory, Employee is informed and believes, and based thereon alleges that Employers had and has a policy or practice of preventing Employee and other Aggrieved Employees from using or disclosing the skills, knowledge and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employee and Aggrieved Employees from disclosing their wages in negotiating a new job with a prospective employers, and from disclosing who else works at Employers and under what circumstances that they might be receptive to an offer from a rival employers. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k), and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or

injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Once again, Employers did not provide Employee with the documents Employee signed to obtain or maintain employment in violation of Labor Code sections 1198.5 and 432. However, based on memory, Employee is informed and believes, and based thereon alleges that Employers had and has a policy or practice of preventing Employee and other Aggrieved Employees from disclosing violations of state and federal law, either within Employers to their managers or outside of Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Employee and other Aggrieved Employees personally suffered these violations. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 232, 232.5 and 1198. Employee and other Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these violations would expose Employers to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Once again, Employers did not provide Employee with the documents Employee signed to obtain or maintain employment in violation of Labor Code sections 1198.5 and 432. However, based on memory, Employee is informed and believes, and based thereon alleges that Employers had and has a policy or practice of preventing Employee and other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Employee and other Aggrieved Employees personally suffered these violations. Employee is informed and believes that this lawful conduct includes, without limitation, the exercise of Employee and other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employers to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Once again, Employers did not provide Employee with the documents Employee signed to obtain or maintain employment in violation of Labor Code sections 1198.5 and 432. However, based on memory, Employee is informed and believes, and based thereon alleges, that Employers, including its agents, managers, superintendents, and/or officers, required Employee and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Employers (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, non-compete agreements, terms known to be illegal in purported arbitration

agreements, purported confidentiality agreements, purported severance agreements, or purported release agreements, and other written documents presented for signature and/or assent to Employee and/or Aggrieved Employees by Employers. Employers also required Employee and Aggrieved Employees to inform prospective employers of Employers' restrictions of Employee's and Aggrieved Employees' freedom to work. As a result, Employee is informed and believes that Employers violated Labor Code sections 432.5 and 1198. As such, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees personally suffered these violations, and that Employers violated, without limitation, Labor Code section 432.5 and Government Code section 12952, entitling Employee and other Aggrieved Employees to damages. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Once again, Employers did not provide Employee with the documents Employee signed to obtain or maintain employment in violation of Labor Code sections 1198.5 and 432. However, based on memory, Employee is informed and believes, and based thereon alleges, that Employers had and has a practice or policy of conducting unlawful background checks on prospective and current employees, including without limitation Employee, prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employers violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employers made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Employers made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees personally suffered these violations, as well as violation of Labor Code section 1198, and that Employers violated, without limitation, Labor Code sections 432.7 and 1198, as well as Government Code section 12952, entitling Employee and other Aggrieved Employees to damages. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Once again, Employers did not provide Employee with the documents Employee signed to obtain or maintain employment in violation of Labor Code sections 1198.5 and 432. However, based on memory, Employee is informed and believes, and based thereon alleges, that Employers had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employers' application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. Employee is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason, as well as for other reasons, Employee is informed and believes, and based thereon alleges, that Employers has failed to pay its employees at wage rates less than those paid to employees of the opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and/or performed under similar working conditions without sufficient legal rationale. Finally, Employee is informed and believes, and based thereon alleges that Employers has discharged and/or discriminated and/or retaliated against Employee and Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement of Labor Code section 1197.5. As such, Employee is informed and believes, and based thereon alleges, that Employers violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5, and 1198. Employee also alleges that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would also be liable for civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employers previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employers is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employers is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employers is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employers is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employers is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employers is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employers is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

If within 5 years of any of violations described above, the LWDA or a court has issued a finding or determination to the Employers that its policy or practice giving rise to such violations was unlawful, Employers would be further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). To the extent Employers was found to have unlawfully committed some or all of the above-related Labor Code violations, Employers would thus be subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the Employers' conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employers thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employers' receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employers to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Sarah H. Cohen

Sarah H. Cohen