

March 24, 2025

AMENDED PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter of on Behalf of ROSA E. CASTRO and Aggrieved Employees Under California Labor section 2699.3

Employers: STAFFPAY, LLC dba Emplicity
1475 S. PRICE RD
CHANDLER, AZ85286

SANTEC, INC dba Santec Faucet
3501 CHALLENGER STREET
TORRANCE, CA90503

SHARP INDUSTRIES, INC
3501 CHALLENGER STREET
TORRANCE, CA90503

To Whom It May Concern:

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

This PAGA Notice concerns Rosa E. Castro (“Employee”) employment with Employee’s former Employers: STAFFPAY, LLC dba Emplicity, SANTEC, INC dba Santec Faucet, SHARP INDUSTRIES, INC (collectively “Employers”). Employee was employed as a non-exempt employee of Employers, at without limitation, 3501 Challenger St, Torrance, CA 90503¹, with duties that included, but were not limited to packing and shipping various items, often bathroom toiletries and accessories, at Employers direct warehouse. For all intents and purposes Employees primaries duties as a warehouse employee were that of scanning and product inventory, including taking photographs of various items, for purposes of shipping to Employers customers. Plaintiff alleges, upon information and belief, that she was hired to work for Employers on or around December of 2006 and was terminated on or around February 8, 2024. More specifically, Employers owns and operates a luxury bathroom fixtures and fittings business and Employee worked out of the warehouse that housed Employers goods for packaging and shipping. It was Employers responsibility to ensure items customers ordered were checked for accuracy,

¹ STAFFPAY, LLC’s address is 1475 S. Price Rd., Chandler, AZ 85286

inventories, packaged and labeled correctly for shipping. Employers was a long term tenured employee until she was let go.

All of Employee's claims are in connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.5, 1102.5, 1197.5, 1198, 1198.5, 1527, 3366, 3457, and 8397.4, Employee seeks to represent all non-exempt employees of Employers, notwithstanding their job position within Employers, and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, "Employers"). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employers. 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 one year preceding the date of the original PAGA letter that was submitted on January 14, 2025, and continuing past the date of this Letter into perpetuity. Employee's counsel submitted a Records Request for Employee on or around January 14, 2025, to Employers. As of the date of this Amended PAGA Notice, while Employers' have provided some of the requested records such as "some" of the time punch cards associated with Employee, a large portion of records, including additional time punch records, pay records, onboarding documents, and other documents that Plaintiff signed were omitted. As such, a large portion of Employee's allegations are based solely on Employee's experiences and personal knowledge.

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 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, including, without limitation, by requiring employees: to leave late work without being able to clock in for all that time, to suffer under Employers' control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, and to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, and to make receive phone calls and/or texts off-the-clock; failing to include all forms of remuneration, including, but not limited to, non-discretionary bonuses and incentive pay 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, for paying straight pay instead of overtime pay, for failing to pay overtime as required under Labor Code section 226.2. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated Labor Code sections 221, 222, 223, 510, 511, 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, at least one hour of 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 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, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employers' control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to don and doff uniforms and/or safety equipment off the clock, to store and retrieve personal belongings off the clock, to receive and respond to phone calls and/or texts off-the-clock; failing to pay the minimum amounts required under Labor Code section 226.2. As such, Employee is informed and believes, and based thereon alleges, that Employers violated, without limitation, Labor Code sections 221, 223, 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 1475, 1194, 1194.2, and 1198 to compensate them for at least one unpaid hour of work per 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 practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employers' control 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, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employers' control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, , to receive and respond to phone calls and/or texts off-the-clock. These acts and/or omissions violated Labor Code sections 1771, 1774 and 1198, and, thus Employers would be liable for civil penalties pursuant to these sections and Labor Code section 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).

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: 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 due to time required to walk to and from a suitable break area, time spent having to wait in line to clock back in, having to don and doff safety gear during the meal period; requiring that employees carry cellular telephones or walkie-talkies during meal periods; 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 sections 221, 222 (as to employees governed by a CBA), 223, 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), 221, 222 (for employees governed by a CBA), 223, 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 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, due to time required to walk to and from a suitable break area, time spent having to don and doff safety gear during the rest period, having to retrieve, requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies

during rest periods; 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), 221, 222 (for employees governed by a CBA), 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, the names and addresses of all employees employed and the ages of all minors under Labor Code section 1174, subsection (c), payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by, and applicable piece rate paid to, employees employed at the respective place of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record provided by the contractor under Labor Code section 1695.55, as well as the information required to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employers also failed to provide these documents to Employee and other Aggrieved Employees upon request in violation of these Labor Code sections, as well as Labor Code section 1198 and/or 1775, subdivision (b)(1). 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, 1695.55, 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 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 policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or rest periods, as described above, Employee is informed and

believes, and based thereon alleges, that 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; the inclusive dates of the period for which the employee is paid; the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other (and, in the case of a farm labor contractor, the name and address of the legal entity that secured the services of the Employers); and other such information as required by Labor Code section 226, subdivision (a), as well as Labor Code section 226.2 to the extent it does not include for piece-rate work the information required therein including, without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-productive time and rest and recovery periods. Specifically, Employers intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other Aggrieved Employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated Labor Code sections 226, 226.2, 1696.5 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 and 226.2 for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 226 and 226.2 were not paid for these violations of Labor Code sections 226 and 226.2. Employers would thus be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 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 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 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; all paid sick leave, vacation pay and paid time off; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated Labor Code sections 201, 201.5, 201.7, 202, 203, 203.5, 204a, 204.1, 204.2, 205, 205.5 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 (or, as applicable, 203.5, 204a, 204.1, 204.2, 205 and/or 205.5) for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 203 (or 203.5 and/or 204a) were not made for these violations of Labor Code sections 201, 201.5, 201.7, 202, 203, 203.5, 204b, 204.1, 204.2, 205 and/or 205.5. 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).

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).

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, for purchasing uniforms, for the purchase of safety equipment, and for the purchase and maintenance of cellular phones and cellular phone

plans, , as required by Labor Code sections 222.5, 231, 450, 1198, 2800, 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 Healthy 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, 222 (as it pertains to employees governed by a CBA), 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 upon their personal knowledge, alleges that Employers had and has a policy or practice of failing to pay Employee and other Aggrieved Employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code sections 221, , 223, 227.3 and applicable Wage Orders. 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 these violations and Employers would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 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).

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. 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).

Employee is informed and believes, and based thereon alleges that Employers had and has a policy of failing to provide all temporary workers, including without limitation, Employee, with owed wages weekly by not later than the regular payday of the following week. Employee is informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198. As a result, pursuant to Labor Code section 201.3, Employee and other Aggrieved Employees have personally suffered violations thereto and Employers would be liable for civil penalties pursuant to Labor Code sections 201.3, 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).

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).

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).

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. And, even more specifically, Employee is informed and believes, and based thereon alleges, that Employers had and has a practice or policy of requiring Employee and other Aggrieved Employees to agree in writing to confidentiality policies that unlawfully restrain trade by prohibiting employees from speaking with prospective Employers about their work with Employers, including but not limited to their wages and working conditions. 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, 1700.31 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, 1700.31 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 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 section 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 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).

Employee is further informed and believes that 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, and thus Employers is further

liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). Employers was found to have unlawfully committed some or all of the above-related Labor Code violations, and thus is 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.

cc: STAFFPAY, LLC dba Emplicity
(via U.S. Certified Mail, Return Receipt Requested)

SANTEC, INC dba Santec Faucet
(via U.S. Certified Mail, Return Receipt Requested)

SHARP INDUSTRIES, INC
(via U.S. Certified Mail, Return Receipt Requested)