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March 26, 2025

Los Angeles

444 South Flower Street
Suite 1500
Los Angeles, CA 90071

(213) 330-4500 Tel
(213) 330-4501 Fax

Writer's Direct Dial:

(213) 330-4454 (Lonnie D. Giamela)
(213) 403-9636 (Kyle J. Ignatius)

Writer's E-mail:

lgiamela@fisherphillips.com
kignatius@fisherphillips.com

VIA ONLINE SUBMISSION TO LWDA

California Labor & Workforce Development Agency
Attn: PAGA Administrator
320 W. Fourth Street, Suite 450
Los Angeles, CA 90013

Re: *Sharese Bates v. The ADT Security Corporation*
Case No. LWDA-CM-1071435-25
Response to Amended Notice of Labor Code Violations and PAGA Penalties

Dear LWDA Representative:

Please be advised that Fisher Phillips LLP represents The ADT Security Corporation ("the Company" or "Respondent") with respect to the above-captioned matter. Please direct all further correspondence regarding this matter to our attention at the address and/or e-mail listed above.

In our capacity as the Company's labor and employment counsel, we have been asked to respond to the correspondence that Claimant's Counsel submitted to the LWDA on February 25, 2025 regarding the PAGA claims Sharese Bates ("Ms. Bates") is asserting on behalf of herself and other allegedly aggrieved employees. A copy of this letter is attached hereto as **Exhibit A**.¹

The gravamen of Ms. Bates' boilerplate claims is that she and other "aggrieved employees" were not compensated for all hours worked, including minimum wages, straight time wages, and overtime wages; were not provided compliant meal and rest breaks, or premium wages in lieu thereof; were not timely paid wages during employment; were not timely paid wages upon separation, were not provided accurate wage statements; were required to agree, in writing, to terms and conditions known to be illegal; were not provided with the required amount of paid

¹ This letter is erroneously dated "February 24, 2025," when, in fact, it was submitted online to the Department of Industrial Relations on February 25, 2025—along with 29 additional Amended PAGA Notices submitted by Elizabeth Christopher of Bibiyan Law Group, P.C. from February 21, 2025 to February 25, 2025, or 10 per business day, all of which proclaiming there are 75 impacted employees, without variance. <https://cadir.my.salesforce-sites.com/PagaSearch/PAGASearchResults?ed=2025-02-26&sd=2025-02-21&ss=Bibiyan+Law+Group&st=Amended+Notice>.

Fisher & Phillips LLP

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sick leave; and were required to incur necessary business expenses associated with the purchase and maintenance of their personal cell phones for work-related purposes but were not reimbursed for these expenses. However, in direct dereliction to the incessant behavior admonished by the LWDA in its February 13, 2025 letter to Ms. Bates' counsel, Ms. Bates' amended letter fails to satisfy the administrative requirements of PAGA set forth in California Labor Code section 2699.3(a). A copy of the LWDA's February 13, 2025 letter to Ms. Christopher of Bibiyan Law Group, P.C. is attached hereto as **Exhibit B**.

That is, as previously illustrated to Ms. Bates' counsel, prior to initiating any PAGA claim in state or federal court, an allegedly aggrieved employee must strictly comply with the notice requirements contained in the California Labor Code. (Cal Lab. Code, § 2699.3; *see also Rojas-Cifuentes v. Sup. Ct.* (2020) 58 Cal.App.5th 1051, 1056 (describing this prelitigation notice obligation as an "administrative exhaustion" requirement).) Indeed, courts have resoundingly affirmed that proper notice is a "condition" of filing a PAGA lawsuit. (*See e.g., Uribe v. Crown Bldg. Maint. Co.* (2021) 70 Cal.App.5th 986, 1003.) The evident purpose of the notice requirement is to afford the relevant state agency, the Labor and Workforce Development Agency, the opportunity to decide whether to allocate the scarce resources to an investigation, a decision better made with knowledge of the allegations an aggrieved employee is making and any basis for those allegations. Notice to the employer serves the purpose of allowing the employer to submit a response to the agency (*see* Lab. Code, § 2669.3, subd. (a)(1)(B)), thereby promoting an informed agency decision as to whether to allocate resources toward an investigation." (*Khan v. Dunn-Edwards Corp.* (2018) 19 Cal.App.5th 804, 809.)

Accordingly, pursuant to Section 2699.3(a), a plaintiff must provide both the employer and the LWDA "the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation." (emphasis added). In interpreting this provision, courts have explained that "the Ninth Circuit requires an exceedingly detailed level of specificity for Section 2699.3(a)(1) to be satisfied." (*Soto v. Castlerock Farming & Transp. Inc.*, No. 09-cv-0701, 2012 WL 1292519, at *8 (E.D. Cal. Apr. 16, 2012) (citing *Archila v. KFC U.S. Props., Inc.*, 420 Fed.App'x. 667, 699 (9th Cir. 2011)). In both *Soto* and *Archila*, the courts noted that LWDA letters lacking specific factual allegations are insufficient to exhaust the administrative requirements of PAGA because such letters do not adequately describe the "facts and theories" that serve as the basis of the purported PAGA violation. (*See Soto*, 2012 WL 1292519 at *8; *see also Ibarra v. Chuy & Sons Labor, Inc.* (2024) 102 Cal.App.5th 874, 882 (quoting *Gunther v. Alaska Airlines, Inc.* (2021) 72 Cal.App.5th 334, 351 (finding that a PAGA notice "must be specific enough such that the LWDA and the [employer] can glean the underlying factual basis for the alleged violations).) Simply put, more than "bare allegations" are required. (*Id.*)

Here, Ms. Bates' amended letter fails to identify sufficient facts to allow the Company to conduct an investigation into her claims. Among other deficiencies, Ms. Bates has failed to include sufficient information to enable the Company to identify the other allegedly "aggrieved employees." Ms. Bates generally alludes to "aggrieved employees," but fails to precisely define them and instead vaguely provides as follows: "Employee seeks to represent non-exempt employees of Employer, 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." This

overbroad, ambiguous language precludes the Company from curing, investigating, or responding to Ms. Bates' allegations.

For instance, Ms. Bates fails to provide the LWDA and the Company with any facts that they could use to determine whether any employees were actually required to "work off the clock," whether the Company knew that employees were performing any "work" off the clock, or whether the Company was legally required to pay employees for any off the clock "work" that they allegedly performed. Similarly, Ms. Bates alleges meal period and rest break violations but fails to include the specific facts and theories supporting the allegation with respect to other employees. It is entirely unknown whether Ms. Bates alleges that the Company (or any specific employee of the Company) affirmatively instructed employees not to take meal periods and rest breaks, alleges that the Company refused the requests of any employees to take meal periods or rest breaks, or alleges that any employees actually missed any of their required meal periods and rest breaks. These same deficiencies abound in relation to Ms. Bates' remaining claims. As such, because it is impossible for the Company and the LWDA to evaluate Ms. Bates claims or to substantively respond thereto, they must be considered deficient as a matter of law. (Lab. Code, § 2699.3, subd. (a)(1)(A).)

Beyond the foregoing, Ms. Bates' amended letter is devoid of any allegation regarding the number of potential violations, the dates and times of the violations and/or any manner in which an amount to resolve any deficiency could be calculated. Such vague and generalized language further precludes the Company from curing, investigating, or responding to Ms. Bates' allegations. Altogether, Ms. Bates' notice letter falls woefully short of the *Archila* and *Soto* standards—as it fails to describe the facts underlying his allegations with sufficient specificity to allow the Company to substantively respond thereto, or to permit the LWDA to evaluate the legal merit thereof.

Based on Ms. Bates' abject failure to comply with PAGA's administrative requirements, we submit this letter to request that the LWDA notify Ms. Bates and her counsel that she may not pursue representative action claims against the Company. Alternatively, we respectfully request that the LWDA directs Ms. Bates to provide additional information to support her administrative complaint and to preserve the Company's defenses.

What's more, Ms. Bates lacks standing to bring such claims as alleged in her amended letter. Pursuant to Labor Code section 2699(c)(1), an aggrieved employee is a person who was employed by the alleged violation and personally suffered from each of the violations alleged during the statutory period. Here, Ms. Bates provides no facts to support her contention that she actually suffered from these alleged violations and instead provides boilerplate recitations of the law to be taken as facts. Ms. Bates' allegations are just boilerplate codswallop that can be (and likely were) copy and pasted into numerous other documents, such as the dozens of additional Amended PAGA Notices submitted by Ms. Bates' counsel around this time.² Ms. Bates therefore lacks standing to bring such claims on behalf herself or other allegedly aggrieved employees.

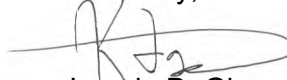
² To exemplify this, a copy of an Amended Notice Letter that was submitted by Ms. Bates' counsel on February 21, 2025, wherein a vast swath of the claims alleged herein are likewise alleged, is attached hereto as **Exhibit C**.

Finally, Ms. Bates' alleged claims are unmanageable. Courts are permitted to manage their dockets by, among other things, using a "vast variety of tools to efficiently manage PAGA claims." (*Estrada v. Royalty Carpet Mills, Inc.* (2024) 15 Cal. 5th 582, 594.) PAGA was recently amended to expand on the requirements of *Estrada* by permitting a court to limit claims and evidence where a case is not manageable. (Cal. Lab. Code § 2699.3(p).)

The facts and circumstances surrounding Ms. Bates and the allegedly aggrieved employees' employment with the Company differed significantly between jobs, classifications, roles, duties, departments, and locations. The facts here are highly individualized and raise significant individualized inquiries regarding alleged off the clock work, meal and rest periods, and unreimbursed business expenses. Ms. Bates does not allege a single concrete fact that would support a common illegal policy. Allegations of unspecified off-the-clock work by unspecified employees at unspecified locations under unspecified supervisors at unspecified times is likewise contingent in individualized factual inquiries and not subject to common proof. Where, as here, the showing required to rebut a presumption will entail individualized proof on a widescale basis, the trial court may utilize its inherent authority to prevent duplicative evidence and limit remedies. There is no evidence presented that Ms. Bates can adjudicate these claims on a representative basis given these issues of manageability. As such, Ms. Bates' claims lack the manageability necessary to proceed on a representative basis.

Based on the foregoing, the Company is unable to consider possible cure and related responses due to the insufficient notice provided by Ms. Bates. Please do not hesitate to contact us with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Lonnie D. Giamela", with a large, stylized flourish extending to the right.

Lonnie D. Giamela
Kyle J. Ignatius
For FISHER & PHILLIPS LLP

Attachment

cc: Bibiyan Law Group, P.C. (Via Certified Mail)
1460 Westwood Blvd.
Los Angeles, CA 90024

EXHIBIT A



BIBIYAN LAW GROUP, P.C.

1141 Westwood Blvd
Los Angeles, CA 90024
(310) 205-5516
(310) 205-1705
www.bibiyanlaw.com

February 24, 2025

PAGA NOTICE FILED ELECTRONICALLY

Re: Amended Notice Letter on Behalf of SHARESE BATES and Aggrieved Employees Under California Labor section 2699.3

Employer: Fisher & Phillips LLP c/o THE ADT SECURITY CORPORATION
Attn: Lonnie D. Giamela; Kyle J. Ignatius
444 South Flower Street, Suite 500
Los Angeles, CA 90071

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 amended PAGA Notice concerns SHARESE BATES's ("Employee") employment with Employee's former employer THE ADT SECURITY CORPORATION ("Employer"). Employee was employed as a non-exempt employee of Employer, at without limitation, 39201 Oakdale Ave Ste 100, Chatsworth, CA 91311, with duties that included, but were not limited to, patrolling and securing the premises and checking houses, from approximately June of 2023 through approximately December of 2024. Employee seeks to represent non-exempt employees of Employer, 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 Employer's violations of the Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer 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, including, without limitation, by requiring employees: to suffer under Employer's control due to, without limitation to don and doff uniforms and/or safety equipment off the clock; to make or receive phone calls off the clock. In addition, Employer 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 Employer, it appears that, at least for a portion of time, Employer failed to pay for all time clocked in by Employee and Aggrieved Employees because of, although unclear from the time and pay records shown, editing and/or manipulation of time entries to show 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 Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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). Employer 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 Employer 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 Employer's 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, including, without limitation, by requiring employees: to suffer under Employer's control due to, without limitation: to don and doff uniforms and/or safety equipment off the clock; to attend company meetings off the clock; to make or receive phone calls off the clock. Moreover, from the information provided by Employer, it appears that, at least for a portion of time, Employer failed to pay for all time clocked in by Employee and Aggrieved Employees because of, although unclear from the time and pay records shown, editing and/or manipulation of time entries to show less hours than actually worked. As such, Employee is informed and believes, and based thereon alleges, that Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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). Employer 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 Employer 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 due to having to don and doff safety gear and/or uniforms; 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 Employer 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. Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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 Employer 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, time spent having to don and doff safety gear and/or uniforms during the rest period; 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 Employer 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. Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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 Employer 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. Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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, Employer's herein-described policies or practices, Employer 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 Employer 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. Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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). Employer 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 Employer, 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; vacation pay and paid time off (in violation of Labor Code section 227.3) and all premium pay owed. Consequently, Employee is informed and believes, and based thereon alleges, that Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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). Employer 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 Employer 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 purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, and 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 Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In addition, Employer 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). Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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 Employer 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 Employer 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 Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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). Employer 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 Employer, including its agents, managers, superintendents, and/or officers, required Employee and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Employer (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, or purported release agreements, and other written documents presented for signature and/or assent to Employee and/or Aggrieved Employees by Employer. Employer also required Employee and Aggrieved Employees to inform prospective employers of Employer's restrictions of Employee's and Aggrieved Employees' freedom to work. As a result, Employee is informed and believes that Employer 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 Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer 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 Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer 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 Employer 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, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer 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, Employer 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 Employer that its policy or practice giving rise to such violations was unlawful, Employer would be further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). To the extent Employer was found to have unlawfully committed some or all of the above-related Labor Code violations, Employer 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 Employer's conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer 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 Employer's 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 Employer 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.

California Labor and Workforce Development Agency
February 25, 2025
Page 8

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ David D. Bibiyan

David D. Bibiyan

cc: THE ADT SECURITY CORPORATION
(via U.S. Certified Mail, Return Receipt Requested)



BIBIYAN LAW GROUP

Tomorrow Law™

1460 Westwood Boulevard, Los Angeles, CA 90024

CERTIFIED MAIL®



LOS ANGELES CA 900

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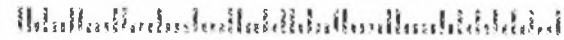
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FISHER & PHILLIPS LLP C/O THE ADT SECURITY CORPORA

Attn: Lonnie D. Giamela; Kyle J. Ignatius

444 S FLOWER ST STE 500

LOS ANGELES CA 90071-2906

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EXHIBIT B



STATE OF CALIFORNIA
Labor & Workforce Development Agency

GOVERNOR Gavin Newsom • SECRETARY Stewart Knox

Agricultural Labor Relations Board • California Unemployment Insurance Appeals Board
California Workforce Development Board • Department of Industrial Relations
Employment Development Department • Employment Training Panel • Public Employment Relations Board

February 13, 2025

Elizabeth Christopher
Bibiyan Law Group, P.C.
1460 Westwood Boulevard
Los Angeles, CA 90024

Certified Mail

USPS Tracking No. 9859 0710 5270 0078 3290 93

**Re: Notice Directing Submission of Amended PAGA Notices
See Index Listing Cases**

Ms. Christopher:

It has come to the attention of the Private Attorneys General Act (PAGA) Unit of the California Labor and Workforce Development Agency (LWDA) that you have filed numerous boilerplate PAGA notices containing seemingly frivolous allegations on behalf of allegedly aggrieved employees against employers throughout the state. These notices do not appear to satisfy PAGA's prelitigation administrative notice requirements under Labor Code section¹ 2699.3. Based on a demonstrated pattern of conduct evidencing abuse of the prelitigation administrative processes administered by LWDA, you hereby are directed to file amended PAGA notices in each pending matter listed in the index included with this letter consistent with the instructions provided. Failure to correct this behavior moving forward may result in referral to the State Bar.

Five letters already have been issued to you in specific cases requiring you file amended PAGA notices based on the conduct described above. (*Boyd v. Aminco International (USA), Inc.*, case no. LWDA-CM-1052275-24 [Nov. 8, 2024]; *Cortes v. Marin Baking LLC dba Bordenave's*, case no. LWDA-CM-1054962-24 [Nov. 25, 2024]; *Moreno v. Polaris Industries Inc., et al.*, case no. LWDA-CM-1057782-24 [Dec. 9, 2024]; *Gailani v. Wayfare, LP dba Wayfare Tavern*, case no. LWDA-CM-1066755-24 [Jan. 24, 2025]; *Vodden v. Ernest Pierson Co. dba Pierson*

Building Center, case no. LWDA-CM-1069115-24 [Feb. 5, 2025].)² The PAGA Case Search site, available at < <https://cadir.my.salesforce-sites.com/PagaSearch> >, shows you personally have filed 335 PAGA notices since July 1, 2024.³ A review of a sampling of these notices demonstrates the notice filed in each matter consists of a template form without regard to any individual claimant's particular experiences or employment with their respective employer in any given case. In every case you specifically state there are 75 impacted employees, without variance. Despite the letters sent to you in the specific cases listed above, your conduct has continued unabated without sign of any intention by you to correct your behavior.

Before an "aggrieved employee" may commence a civil action under PAGA, section 2699.3, subdivision (c)(1) requires the employee give written notice to LWDA and the employer "of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation."⁴ This prelitigation notice obligation has been described as an "administrative exhaustion" requirement (*Rojas-Cifuentes v. Superior Court* (2020) 58 Cal.App.5th 1051, 1056), and courts have affirmed that "[p]roper notice under section 2699.3 is a 'condition' of a PAGA lawsuit." (*Uribe v. Crown Bldg. Maint. Co.* (2021) 70 Cal.App.5th 986, 1003.)

The PAGA reforms enacted last year (Stats. 2024, ch. 44 [Assem. Bill No. 2288 (2023-2024 Reg. Sess.)], ch. 45 [Sen. Bill No. 92 (2023-2024 Reg. Sess.)]), effective July 1, 2024, establish a legislative intent to increase LWDA oversight of PAGA, including for purposes of providing more robust early resolution avenues for employers and to achieve more timely remedies for employees without the type of protracted and costly litigation that has led to criticism of the Act. (Sen. Com. on Jud., analysis of Assem. Bill No. 2288 (2023-2024 Reg. Sess.) as amended June 21, 2024, p. 1; Assem. Com. on Jud., Analysis of Sen. Bill No. 92 (2023-2024 Reg. Sess.) as amended June 21, 2024, p. 12.) Two key components of the reforms are (1) the small employer prelitigation cure process administered by LWDA and (2) the early evaluation conference procedure available after a civil action has commenced, both of which are designed to facilitate more timely resolution of PAGA claims. (Assem. Com. on Jud., Analysis of Sen. Bill No. 92 (2023-2024 Reg. Sess.) as amended June 21, 2024, p. 13.)

² The PAGA notices filed in *Wayfare, LP*, *supra*, and *Ernest Pierson Co.*, *supra*, are not included in the index at the end of this letter, as you already have been directed to file amended notices in those cases.

³ See < <https://cadir.my.salesforce-sites.com/PagaSearch/PAGASearchResults?ed=2025-02-13&sd=2024-07-01&ss=Elizabeth+Christopher&st=PAGA+Notice> >, last visited Feb. 12, 2025.

⁴ Subdivisions (a)(1)(A) and (b)(1) include similar notice requirements for claims subject to those provisions.

These early resolution opportunities are complemented by amendments to section 2699.5 expanding the types of claims subject to cure and early resolution procedures, including the most common types of wage and hour violations alleged in PAGA notices. Another important aspect of the reforms relevant here is the limitation on employee standing; under section 2699, subdivision (c)(1) a claimant must have been employed by the employer "and personally suffered each of the violations alleged" within one year of the date the PAGA notice is filed. (Emphasis added.)

With these considerations in mind, a PAGA notice properly must inform both LWDA and the employer of the nature of the violations alleged with some level of detail in describing the "facts and theories" supporting them. The boilerplate PAGA notices you are filing (*at an extraordinary rate of more than two per business day*) generally fail to demonstrate any applicability or relevance to a particular claimant or their unique circumstances in terms of their employment with their current or former employer in any specific case. Given the exhaustive recitation of numerous alleged Labor Code violations in each matter it is impossible to discern what violation(s), if any, a claimant in any case actually personally suffered. (See § 2699, subd. (c)(1).) As you previously have been cautioned, such blanket notices are tantamount to no notice at all, either to LWDA for purposes of determining whether to investigate a particular matter or to an employer seeking to ascertain the nature of the claims at issue for purposes of attempting to cure or resolve them. While the pleading standard attendant to PAGA notices is not necessarily a "weighty" or burdensome one, the notices you are filing do not satisfy even the minimal standard of "nonfrivolousness" applicable to PAGA notices preceding the recent reforms. (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 545, citing Code Civ. Proc., § 128.7.)

Courts previously have found a PAGA notice "must be specific enough such that the LWDA and the [employer] can glean the underlying factual basis for the alleged violations." (*Ibarra v. Chuy & Sons Labor, Inc.* (2024) 102 Cal.App.5th 874, 882, quoting *Gunther v. Alaska Airlines, Inc.* (2021) 72 Cal.App.5th 334, 351.) Thus, "more than bare allegations" are required. (*Ibarra, supra*, 102 Cal.App.5th at p. 881.) The notice must contain sufficient information to allow LWDA "to intelligently assess the seriousness of the alleged violations" and to give the employer enough information to understand the nature of the violations so it may decide "whether to fold or fight." (*Ibid.*, quoting *Brown v. Ralph's Grocery Co.* (2018) 28 Cal.App.5th 824, 837.) Proper notice to the employer informing it of the violations alleged enables the employer to submit a response to LWDA, which, in turn, further promotes informed agency decisionmaking whether to allocate resources to an investigation. (*Ibarra, supra*, 102 Cal.App.5th at p. 881; *Uribe, supra*, 70 Cal.App.5th at pp. 1003-1004.)

These considerations underlying PAGA's prelitigation notice requirements take on even more importance after the reforms enacted last year. The effectiveness of the new administrative cure procedure set forth in section 2699.3, subdivision (c)(2) and judicial early evaluation procedure set forth in section 2699.3, subdivision (f) depend on proper notice of the violations alleged both so LWDA accurately can assess the nature of the claims at issue and an employer has a reasonable opportunity to identify, respond, and endeavor to correct them.⁵ New standing requirements under section 2699, subdivision (c)(1) further limit the scope of the violations a PAGA claimant may allege.

A claimant or claimant's representative must participate in PAGA's prelitigation administrative procedures in good faith. Abusive, evasive, or other tactics designed to frustrate the role of LWDA during these procedures, or the ability of employers to identify the nature of the claims actually at issue, will not be tolerated. An attorney presenting a matter to LWDA in accordance with PAGA's prelitigation administrative notice requirements is certifying the matter (1) is not being presented for an improper purpose, such as to harass a party; (2) the claims asserted are warranted and not frivolous; and (3) the allegations and other factual contentions are supported by evidence. (See Code Civ. Proc., § 128.7, subd. (b).)⁶

Accordingly, you hereby are directed to file amended PAGA notices in each matter listed in the index included with this letter.⁷ All amended notices shall set forth those specific violations personally suffered by each particular claimant and describe the particular facts and theories supporting the specific violations alleged in each case. All amended PAGA notices must be filed via the online PAGA filing portal with service to the employer or any identified employer representative by certified mail as required by section 2699.3, subdivision (c)(1). All amended notices shall be signed by an attorney of record pursuant to Code of Civil Procedure section 128.7.

Absent amendment, the notices in the matters listed in the index included with this letter appear insufficient to satisfy the administrative notice requirements of

⁵ As noted, you represent there are 75 impacted employees in every case you have filed. If true, every employer against whom you have filed a notice is eligible to participate in the cure procedures described in section 2699.3, subdivision (c)(2).

⁶ In many cases the PAGA notices you are filing are not signed by you and bear no indication you are the filing attorney, but rather conclude with the salutation: "Very truly yours, [1] BIBIYAN LAW GROUP, P.C." (See, e.g., *Aminco International (USA), Inc.*, *supra*; *Marin Baking LLC*, *supra*; *Wayfare, LP*, *supra*; *Ernest Pierson Co.*, *supra*.) Notwithstanding this, the PAGA portal online submission form and case information page identify you as the filer.

⁷ The index is limited to matters pending before LWDA and within the applicable period for administrative investigation. (See § 2699.3, subd. (c)(1)(E).)

section 2699.3, subdivision (c).

Failure to comply prospectively with PAGA's prelitigation notice requirements may result in further action against you and/or your law firm, after due notice and an opportunity to be heard, including, but not limited to, pre-filing screening requirements. Failure to correct the behavior described in this letter, as well as in the previous letters sent to you, additionally may result in referral to the State Bar.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd M. Ratshin", with a stylized flourish at the end.

Todd M. Ratshin
Deputy Secretary for Enforcement

cc: All Employers or Identified Employer Representatives in the Matters Listed in
the Following Index

Index of PAGA Notices Filed by Elizabeth Christopher
December 9, 2024 — February 12, 2025*
[Lab. Code, § 2699.3, subds. (a)(2)(B), (c)(1)(E)]

#	LWDA #	Date	Employer Name	#/Employees	Law Firm for PAGA Plaintiff	Plaintiff for PAGA Case	Filer/Attorney for PAGA Case
1	LWDA-CM-1079100-25	2/11/2025	HERITAGE TRANSPORTATION, INC.	75	Bibiyon Law Group P.C.	AVTAR SINGH SANGHU	Elizabeth Christopher
2	LWDA-CM-1079097-25	2/11/2025	GOLDEN STATE SUPPLY, LLC	75	Bibiyon Law Group P.C.	ANNA LISA RODRIGUEZ	Elizabeth Christopher
3	LWDA-CM-1078715-25	2/8/2025	TEXAS ROADHOUSE MANAGEMENT CORP.	75	Bibiyon Law Group P.C.	David Aguilar	Elizabeth Christopher
4	LWDA-CM-1078699-25	2/8/2025	PAUSE WELLNESS, PC	75	Bibiyon Law Group P.C.	Lauren Donatz	Elizabeth Christopher
5	LWDA-CM-1078651-25	2/7/2025	SLP Tacer Operating, LLC dba TOWN AND COUNTRY EVENT RENTALS	75	Bibiyon Law Group P.C.	Gabriela Nataro	Elizabeth Christopher
6	LWDA-CM-1078408-25	2/6/2025	PARTNERS PERSONNEL-MANAGEMENT SERVICES, LLC.	75	Bibiyon Law Group P.C.	MARK LICONA	Elizabeth Christopher
7	LWDA-CM-1078395-25	2/6/2025	SONOMA SPECIALTY HOSPITAL, LLC.	75	Bibiyon Law Group P.C.	SIMONNE ZEPHIR	Elizabeth Christopher
8	LWDA-CM-1078382-25	2/6/2025	DAY-LEE FOODS INC.	75	Bibiyon Law Group P.C.	Sonia Y De la Barra	Elizabeth Christopher
9	LWDA-CM-1078363-25	2/6/2025	YOUNG ADULT INSTITUTE, INC. dba YAI	75	Bibiyon Law Group P.C.	EMILY RAMIREZ LAGUNAS	Elizabeth Christopher
10	LWDA-CM-1078119-25	2/5/2025	YOUTH HOMES INCORPORATED	75	Bibiyon Law Group P.C.	Brianna Camara	Elizabeth Christopher
11	LWDA-CM-1078100-25	2/5/2025	L&M LOGISTICS GROUP, INC.	75	Bibiyon Law Group P.C.	Hector Pena	Elizabeth Christopher
12	LWDA-CM-1077886-25	2/4/2025	NOBEL BIOCARE USA, LLC.	75	Bibiyon Law Group P.C.	FAVIOLA FRANCO	Elizabeth Christopher
13	LWDA-CM-1077834-25	2/4/2025	SPIRE HOSPITALITY, LLC dba Marriott Burbank	75	Bibiyon Law Group P.C.	ANA ORELLANA	Elizabeth Christopher
14	LWDA-CM-1077803-25	2/4/2025	ANDERSEN COMMERCIAL PLUMBING LLC dba Andersen Commercial Plumbing	75	Bibiyon Law Group P.C.	MARK OZONOH	Elizabeth Christopher
15	LWDA-CM-1077782-25	2/4/2025	GATEWAY CONCRETE, LLC	75	Bibiyon Law Group P.C.	Ruben Maciel	Elizabeth Christopher

* The information set forth in this index is extracted from search results using the PAGA Case Search site, available at < <https://cadir.my.salesforce-sites.com/PagaSearch> >, for PAGA notices filed by Elizabeth Christopher from December 10, 2024, through February 12, 2025.

#	LWDA #	Date	Employer Name	#/Employees	Law Firm for PAGA Plaintiff	Plaintiff for PAGA Case	Filer/Attorney for PAGA Case
16	LWDA-CM-107764-25	2/4/2025	GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.	75	Bibiyan Law Group P.C.	CARLOS RODRIGUEZ	Elizabeth Christopher
17	LWDA-CM-1077638-25	2/4/2025	RYDETRANS dba A-Para Transit Corp	75	Bibiyan Law Group P.C.	CHARLIE JOHNSON	Elizabeth Christopher
18	LWDA-CM-1077622-25	2/3/2025	INSTITUTE FOR APPLIED BEHAVIOR ANALYSIS, A CALIFORNIA CORPORATION	75	Bibiyan Law Group P.C.	Karina Gaynutdinova	Elizabeth Christopher
19	LWDA-CM-1077609-25	2/3/2025	HEARINGLIFE HEARING AID CENTER LLC	75	Bibiyan Law Group P.C.	Kristy Hernandez	Elizabeth Christopher
20	LWDA-CM-1077568-25	2/3/2025	LOCK-N-STITCH, INC.	75	Bibiyan Law Group P.C.	Miguel Gomez	Elizabeth Christopher
21	LWDA-CM-1077532-25	2/3/2025	MAXIMUS REAL ESTATE PARTNERS LTD	75	Bibiyan Law Group P.C.	Alvin Norman	Elizabeth Christopher
22	LWDA-CM-1076903-25	1/31/2025	BUILDERS FENCE COMPANY INC	75	Bibiyan Law Group P.C.	Eric Morris	Elizabeth Christopher
23	LWDA-CM-1076893-25	1/31/2025	PTGMB LLC	75	Bibiyan Law Group P.C.	BEVERLY HERNANDEZ	Elizabeth Christopher
24	LWDA-CM-1076849-25	1/30/2025	COASTLINE TRANSPORT INC.	75	Bibiyan Law Group P.C.	Doral Hammond	Elizabeth Christopher
25	LWDA-CM-1076841-25	1/30/2025	ALLI EAST GROUP ONE, INC.	75	Bibiyan Law Group P.C.	Alejandro Hernandez	Elizabeth Christopher
26	LWDA-CM-1076778-25	1/30/2025	TRU STAFFING GROUP, INC.	75	Bibiyan Law Group P.C.	Jeanneth Ruiz	Elizabeth Christopher
27	LWDA-CM-1076566-25	1/29/2025	PARASS FOODS, LLC dba Denny's	75	Bibiyan Law Group P.C.	Maria Moreno Medina	Elizabeth Christopher
28	LWDA-CM-1076544-25	1/29/2025	BAYEH PIZZA INC	75	Bibiyan Law Group P.C.	ADALBERTO CRUZ CRUZ	Elizabeth Christopher
29	LWDA-CM-1076516-25	1/29/2025	COAST KING PACKING, LLC	75	Bibiyan Law Group P.C.	Wenceslao Rodriguez Virgen	Elizabeth Christopher
30	LWDA-CM-1076328-25	1/29/2025	NATURIPE BERRY GROWERS, INC	75	Bibiyan Law Group P.C.	RAFAEL LARA ZAVALA	Elizabeth Christopher
31	LWDA-CM-1076243-25	1/28/2025	KAIS & SKAN INC. dba BARCHA RESTAURANT	75	Bibiyan Law Group P.C.	ASMA EL BOUJAMAAI	Elizabeth Christopher
32	LWDA-CM-1076241-25	1/28/2025	SATCO, INC.	75	Bibiyan Law Group P.C.	RAUL GOMEZ MULGADO	Elizabeth Christopher
33	LWDA-CM-1076190-25	1/28/2025	BAY VALLEY SECURITY, INC.	75	Bibiyan Law Group P.C.	Brian Hayes	Elizabeth Christopher
34	LWDA-CM-1076048-25	1/28/2025	SCHNEIDER NATIONAL CARRIERS, INC.	75	Bibiyan Law Group P.C.	JAMES FRISVOLD	Elizabeth Christopher
35	LWDA-CM-1075893-25	1/27/2025	THE SONOMA COUNTY AIRPORT EXPRESS, INC. dba Groome Transportation	75	Bibiyan Law Group P.C.	Michael Espinosa	Elizabeth Christopher
36	LWDA-CM-1075208-25	1/23/2025	WE CARE COMMUNITY SERVICE LLC	75	Bibiyan Law Group P.C.	VERCIA MCCOWAN	Elizabeth Christopher

#	LWDA #	Date	Employer Name	#/Employees	Law Firm for PAGA Plaintiff	Plaintiff for PAGA Case	Filer/Attorney for PAGA Case
37	LWDA-CM-1075188-25	1/23/2025	EMPOWER RF SYSTEMS, INC	75	Bibiyan Law Group P.C.	LEE IRVING	Elizabeth Christopher
38	LWDA-CM-1075174-25	1/23/2025	UNIVERSAL PACKAGING SYSTEMS INC dba Paklab	75	Bibiyan Law Group P.C.	JORGE PALACIOS	Elizabeth Christopher
39	LWDA-CM-1075173-25	1/23/2025	JEREMY PELLE dba PHOENIX PRIME SECURITY	75	Bibiyan Law Group P.C.	TABARA% BERNARD BEN DUTTO	Elizabeth Christopher
40	LWDA-CM-1074794-25	1/22/2025	QUAIL LODGE, INC.	75	Bibiyan Law Group P.C.	CARLOS MEJIA	Elizabeth Christopher
41	LWDA-CM-1074786-25	1/22/2025	SILLER HELICOPTERS, INC	75	Bibiyan Law Group P.C.	DERRICK BROWN	Elizabeth Christopher
42	LWDA-CM-1074706-25	1/22/2025	Benihana Downey Corp.	75	Bibiyan Law Group P.C.	RUDY VELASQUEZ	Elizabeth Christopher
43	LWDA-CM-1074705-25	1/22/2025	Benihana Downey Corp.	75	Bibiyan Law Group P.C.	MELISSA RIVAS	Elizabeth Christopher
44	LWDA-CM-1074696-25	1/22/2025	Benihana Downey Corp.	75	Bibiyan Law Group P.C.	Desmond Mitchell	Elizabeth Christopher
45	LWDA-CM-1074695-25	1/22/2025	Benihana Downey Corp.	75	Bibiyan Law Group P.C.	LANAYA HAWKINS	Elizabeth Christopher
46	LWDA-CM-1074681-25	1/22/2025	Benihana Downey Corp.	75	Bibiyan Law Group P.C.	STEPHANIE ANDRO	Elizabeth Christopher
47	LWDA-CM-1074678-25	1/22/2025	Benihana Downey Corp.	75	Bibiyan Law Group P.C.	BRYSSA VARGAS ALVARADO	Elizabeth Christopher
48	LWDA-CM-1074648-25	1/21/2025	Benihana Downey Corp.	75	Bibiyan Law Group P.C.	CHERISH ADAMS	Elizabeth Christopher
49	LWDA-CM-1074647-25	1/21/2025	Benihana Downey Corp.	75	Bibiyan Law Group P.C.	Landon Acevedo	Elizabeth Christopher
50	LWDA-CM-1074418-25	1/21/2025	CABE BROTHERS dba CABE TOYOTA	75	Bibiyan Law Group P.C.	William E. Vela	Elizabeth Christopher
51	LWDA-CM-1074406-25	1/20/2025	CRESCENT HOTELS & RESORTS LLC dba Sandbourne Santa Monica Hotel	75	Bibiyan Law Group P.C.	JAKE RITCHIE	Elizabeth Christopher
52	LWDA-CM-1073750-25	1/17/2025	WENDY'S OF FRESNO, INC.	75	Bibiyan Law Group P.C.	RENE CAMPOS	Elizabeth Christopher
53	LWDA-CM-1073701-25	1/16/2025	BEVERAGES & MORE, INC. dba BevMo	75	Bibiyan Law Group P.C.	GLORIA ESPINOZA	Elizabeth Christopher
54	LWDA-CM-1073385-25	1/15/2025	AMERICAN RELIANCE SECURITY INC	75	Bibiyan Law Group P.C.	MUKARRAM KHAN	Elizabeth Christopher
55	LWDA-CM-1073183-25	1/15/2025	Staffoay, LLC dba Empicity	75	Bibiyan Law Group P.C.	ROSA E. CASTRO	Elizabeth Christopher
56	LWDA-CM-1072856-25	1/14/2025	EDCO DISPOSAL CORPORATION	75	Bibiyan Law Group P.C.	CESAR RAMIREZ	Elizabeth Christopher
57	LWDA-CM-1072728-25	1/13/2025	LOWE'S HOME CENTERS, LLC.	75	Bibiyan Law Group P.C.	LORENZO RAMIREZ	Elizabeth Christopher
58	LWDA-CM-1072245-25	1/11/2025	THE CHEESECAKE FACTORY BAKERY INCORPORATED	75	Bibiyan Law Group P.C.	CECILIO CHAVEZ	Elizabeth Christopher
59	LWDA-CM-1072152-25	1/10/2025	BHP HOLDING PARTNERS, LTD. dba Beverly Hills Porsche	75	Bibiyan Law Group P.C.	JERRY KERNS	Elizabeth Christopher

#	LWDA #	Date	Employer Name	#/Employees	Law Firm for PAGA Plaintiff	Plaintiff for PAGA Case	Filer/Attorney for PAGA Case
60	LWDA-CM-1072101-25	1/10/2025	ALTERNATIVE FAMILY SERVICES, INC.	75	Bibiyan Law Group P.C.	CYNTHIA MOSELEY	Elizabeth Christopher
61	LWDA-CM-1072087-25	1/10/2025	FLOYD'S 99 BARBERSHOPS, INC.	75	Bibiyan Law Group P.C.	JOHN MORRIS	Elizabeth Christopher
62	LWDA-CM-1071812-25	1/9/2025	PRIME NOW LLC	75	Bibiyan Law Group P.C.	KONSTANTIN RABINOVICH	Elizabeth Christopher
63	LWDA-CM-1071631-25	1/8/2025	ALPHA PHLEBOTOMY GROUP, INC.	75	Bibiyan Law Group P.C.	RANDALL BECK	Elizabeth Christopher
64	LWDA-CM-1071435-25	1/8/2025	THE ADT SECURITY CORPORATION	75	Bibiyan Law Group P.C.	SHARESE BATES	Elizabeth Christopher
65	LWDA-CM-1071403-25	1/7/2025	HOME EXPRESS DELIVERY SERVICE, LLC dba Temco Logistics	75	Bibiyan Law Group P.C.	Andrew William Robinson	Elizabeth Christopher
66	LWDA-CM-1071401-25	1/7/2025	HomeGoods LLC	75	Bibiyan Law Group P.C.	Briana Becerra	Elizabeth Christopher
67	LWDA-CM-1071357-25	1/7/2025	AIDS HEALTHCARE FOUNDATION	75	Bibiyan Law Group P.C.	DARREN EDWARDS	Elizabeth Christopher
68	LWDA-CM-1071276-25	1/7/2025	DENNY'S, INC.	75	Bibiyan Law Group P.C.	KAITLYNN ALLEN	Elizabeth Christopher
69	LWDA-CM-1071272-25	1/7/2025	KOTEITSP USA LLC.	75	Bibiyan Law Group P.C.	Jason Navarro	Elizabeth Christopher
70	LWDA-CM-1071261-25	1/7/2025	GOLDEN WEST SECURITY SERVICES, INC.	75	Bibiyan Law Group P.C.	MICHELLE CHAVEZ	Elizabeth Christopher
71	LWDA-CM-1071140-25	1/7/2025	OM HOTELS SANTA ANA LLC dba La Quinta Inn & Suites Orange County Airport	75	Bibiyan Law Group P.C.	Vanessa Rose Phillips	Elizabeth Christopher
72	LWDA-CM-1071138-25	1/7/2025	AGRICULTURE PACKING SERVICES INC.	75	Bibiyan Law Group P.C.	Jesus Castro	Elizabeth Christopher
73	LWDA-CM-1071088-25	1/6/2025	OC STAFFING AND HR SOLUTIONS LLC	75	Bibiyan Law Group P.C.	Epitacio Acosta Wenceslao	Elizabeth Christopher
74	LWDA-CM-1071045-25	1/6/2025	WORKFORCE PERSONNEL, INC.	75	Bibiyan Law Group P.C.	Wendy Palacios	Elizabeth Christopher
75	LWDA-CM-1071044-25	1/6/2025	THE VILLAGES GOLF AND COUNTRY CLUB	75	Bibiyan Law Group P.C.	Maria Cristina Castro	Elizabeth Christopher
76	LWDA-CM-1071002-25	1/6/2025	UPWARD BOUND HOUSE	75	Bibiyan Law Group P.C.	Karen Carlos	Elizabeth Christopher
77	LWDA-CM-1070999-25	1/6/2025	STONEEDGE FURNITURE LLC dba Ashley Furniture	75	Bibiyan Law Group P.C.	BLAKE HUTTON	Elizabeth Christopher
78	LWDA-CM-1070977-25	1/6/2025	THE WARDEN'S OFFICE, INC.	75	Bibiyan Law Group P.C.	BENJAMIN HERRERA	Elizabeth Christopher
79	LWDA-CM-1070970-25	1/6/2025	NLC ENTERPRISES INC dba McDonalds	75	Bibiyan Law Group P.C.	MICHELLE SUTHERLAND	Elizabeth Christopher

* A copy of this letter has been sent to the employer's attorney as identified on the PAGA Case Search site.

#	LWDA #	Date	Employer Name	#/Employees	Law Firm for PAGA Plaintiff	Plaintiff for PAGA Case	Filer/Attorney for PAGA Case
80	LWDA-CM-1070650-25	1/3/2025	BURGER LOUNGE III, LLC dba Burger Lounge	75	Bibiyan Law Group P.C.	Shaemarie Martinez	Elizabeth Christopher
81	LWDA-CM-1070649-25	1/3/2025	THE RIGHT HIRE, INC.	75	Bibiyan Law Group P.C.	Stanley Huynh	Elizabeth Christopher
82	LWDA-CM-1070625-25	1/3/2025	INNOVATIVE CLEANING SERVICES, LLC.	75	Bibiyan Law Group P.C.	Eva Salcedo	Elizabeth Christopher
83	LWDA-CM-1070624-25	1/3/2025	DYNAMIC PRE-CAST CO., INC.	75	Bibiyan Law Group P.C.	Fernando Rodriguez Romero	Elizabeth Christopher
84	LWDA-CM-1070597-25	1/3/2025	EL CHE CORPORATION	75	Bibiyan Law Group P.C.	ROGEL DANIEL MERCADO GONZALEZ	Elizabeth Christopher
85	LWDA-CM-1070591-25	1/3/2025	PARTNERS PERSONNEL & MANAGEMENT SERVICES, LLC	75	Bibiyan Law Group P.C.	SUSANA DE LOS SANTOS	Elizabeth Christopher
86	LWDA-CM-1070566-25	1/3/2025	WASH MULTIFAMILY LAUNDRY SYSTEMS, LLC	75	Bibiyan Law Group P.C.	JAVON MIGUEL	Elizabeth Christopher
87	LWDA-CM-1070565-25	1/3/2025	BALL AUTOMOTIVE GROUP	75	Bibiyan Law Group P.C.	Alberto Loberia	Elizabeth Christopher
88	LWDA-CM-1070438-25	1/3/2025	Gem-Pack Berries, LLC.	75	Bibiyan Law Group P.C.	AZAM KHATIBI AMINI	Elizabeth Christopher
89	LWDA-CM-1070436-25	1/3/2025	MERCED TRUCK & TRAILER, INC.	75	Bibiyan Law Group P.C.	TACI BASS	Elizabeth Christopher
90	LWDA-CM-1070435-25	1/3/2025	TARGET CORPORATION	75	Bibiyan Law Group P.C.	Cristopher Ruiz	Elizabeth Christopher
91	LWDA-CM-1070392-25	1/2/2025	HUMANO LLC	75	Bibiyan Law Group P.C.	MARCUS SMITH	Elizabeth Christopher
92	LWDA-CM-1070364-25	1/2/2025	HOME CARPET INVESTMENT, INC. dba AMERICAS FINEST CARPET COMPANY	75	Bibiyan Law Group P.C.	KARINA CANO	Elizabeth Christopher
93	LWDA-CM-1070363-25	1/2/2025	JETBLUE AIRWAYS CORPORATION	75	Bibiyan Law Group P.C.	Timothy Griffin	Elizabeth Christopher
94	LWDA-CM-1070340-25	1/2/2025	TARGET CORPORATION	75	Bibiyan Law Group P.C.	CHRISTOPHER HARO	Elizabeth Christopher
95	LWDA-CM-1070320-25	1/2/2025	FOOD EXPRESS INC.	75	Bibiyan Law Group P.C.	Kelvin Barnes	Elizabeth Christopher
96	LWDA-CM-1070306-25	1/2/2025	RALPHS GROCERY COMPANY	75	Bibiyan Law Group P.C.	WEUSI PETERSON	Elizabeth Christopher
97	LWDA-CM-1070304-25	1/2/2025	FIVE BELOW INC	75	Bibiyan Law Group P.C.	Blanca Brenes	Elizabeth Christopher
98	LWDA-CM-1070156-24	12/31/2024	SPARC GROUP LLC dba AEROPOSTALE	75	Bibiyan Law Group P.C.	Jennifer Peppers	Elizabeth Christopher
99	LWDA-CM-1070128-24	12/31/2024	ZURN ELKAY WATER SOLUTIONS dba ZURN WATER, LLC	75	Bibiyan Law Group P.C.	CHRISTOPHER BULL	Elizabeth Christopher
100	LWDA-CM-1070122-24	12/31/2024	FREMONT BANK	75	Bibiyan Law Group P.C.	Bijal Dholaria	Elizabeth Christopher
101	LWDA-CM-1070121-24	12/31/2024	KELLANOVA	75	Bibiyan Law Group P.C.	WAYNE RUSSELL	Elizabeth Christopher

#	LWDA #	Date	Employer Name	#/Employees	Law Firm for PAGA Plaintiff	Plaintiff for PAGA Case	Filer/Attorney for PAGA Case
102	LWDA-CM-1069903-24	12/30/2024	XANTERRA PARKS & RESORTS INC dba Xanterra Travel Collection and dba The Oasis at	75	Bibiyan Law Group P.C.	April Shannon	Elizabeth Christopher
103	LWDA-CM-1069886-24	12/30/2024	SCAN HEALTH PLAN	75	Bibiyan Law Group P.C.	Cecelia Allen	Elizabeth Christopher
104	LWDA-CM-1069636-24	12/28/2024	COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA	75	Bibiyan Law Group P.C.	ARDY HOWARD BASH	Elizabeth Christopher
105	LWDA-CM-1069627-24	12/28/2024	EGGLESTON YOUTH CENTERS, INC	75	Bibiyan Law Group P.C.	HECTOR RIVAS	Elizabeth Christopher
106	LWDA-CM-1069613-24	12/28/2024	HOME CARPET INVESTMENT, INC. dba AMERICAS FINEST CARPET COMPANY	75	Bibiyan Law Group P.C.	SANYAY SHARMA	Elizabeth Christopher
107	LWDA-CM-1069610-24	12/28/2024	DISCOVERY PRACTICE MANAGEMENT, INC dba Casa Palmera	75	Bibiyan Law Group P.C.	Kevin Greene	Elizabeth Christopher
108	LWDA-CM-1069536-24	12/27/2024	PRECISION HOSPITALITY & DEVELOPMENT, LLC dba DUNKIN DONUTS	75	Bibiyan Law Group P.C.	LAWRENCE PARKER	Elizabeth Christopher
109	LWDA-CM-1069512-24	12/27/2024	PLATT COLLEGE LOS ANGELES, LLC	75	Bibiyan Law Group P.C.	James Moraes	Elizabeth Christopher
110	LWDA-CM-1069409-24	12/26/2024	MARSHALL MEDICAL CENTER	75	Bibiyan Law Group P.C.	KALEY DUNBAR	Elizabeth Christopher
111	LWDA-CM-1069400-24	12/26/2024	LANZ CABINET SHOP, INC	75	Bibiyan Law Group P.C.	ADAN RENDON-RODRIGUEZ	Elizabeth Christopher
112	LWDA-CM-1069398-24	12/26/2024	LJ EATS, LLC dba Le Coq	75	Bibiyan Law Group P.C.	FATMEH MUHAREB	Elizabeth Christopher
113	LWDA-CM-1069368-24	12/26/2024	JOSHUA TREE PACC, LLC	75	Bibiyan Law Group P.C.	JARED SURS	Elizabeth Christopher
114	LWDA-CM-1069347-24	12/26/2024	WESTERN TRUCK PARTS & EQUIPMENT COMPANY LLC dba Western Truck Center	75	Bibiyan Law Group P.C.	Marco Perez	Elizabeth Christopher
115	LWDA-CM-1069339-24	12/26/2024	OIL CHANGER, INC	75	Bibiyan Law Group P.C.	SHAWNTANISH A SHARNAE OXLEY	Elizabeth Christopher
116	LWDA-CM-1069251-24	12/24/2024	GRUMA CORPORATION	75	Bibiyan Law Group P.C.	JORGE NAVA GOMEZ	Elizabeth Christopher
117	LWDA-CM-1069243-24	12/24/2024	COAST AGGREGATES	75	Bibiyan Law Group P.C.	MARK LEOUTSAKOS	Elizabeth Christopher
118	LWDA-CM-1069209-24	12/24/2024	THE WATERFRONT SEAFOOD GRILL	75	Bibiyan Law Group P.C.	Eleazar Johnson	Elizabeth Christopher

#	LWDA #	Date	Employer Name	#/Employees	Law Firm for PAGA Plaintiff	Plaintiff for PAGA Case	Filer/Attorney for PAGA Case
119	LWDA-CM-1069192-24	12/24/2024	WORLD MARKET, LL	75	Bibiyan Law Group P.C.	Norma Robles	Elizabeth Christopher
120	LWDA-CM-1069185-24	12/24/2024	L.A. Downtown Medical Center LLC	75	Bibiyan Law Group P.C.	Patricia Zepeda	Elizabeth Christopher
121	LWDA-CM-1069046-24	12/23/2024	MADAME TUSSAUDS HOLLYWOOD LLC	75	Bibiyan Law Group P.C.	DAVID PRINCE	Elizabeth Christopher
122	LWDA-CM-1068351-24	12/19/2024	LAMB FUELS, INC.	75	Bibiyan Law Group P.C.	JOHN WEAVER III (1st matter)	Elizabeth Christopher
123	LWDA-CM-1067813-24	12/17/2024	HUNT & SONS, INC.	75	Bibiyan Law Group P.C.	Robert Ponce	Elizabeth Christopher
124	LWDA-CM-1067119-24	12/13/2024	NATIONAL BUSINESS INVESTIGATION, INC. dba MPS SECURITY	75	Bibiyan Law Group P.C.	DEONTA BLACK	Elizabeth Christopher
125	LWDA-CM-1067117-24	12/13/2024	MG ELECTRIC INC.	75	Bibiyan Law Group P.C.	ANGEL RANGEL, RANDY GAMEZ	Elizabeth Christopher
126	LWDA-CM-1067030-24	12/13/2024	ENVOY AIR INC.	75	Bibiyan Law Group P.C.	LORRAINE MELANIA MARQUEZ	Elizabeth Christopher
127	LWDA-CM-1066982-24	12/12/2024	KEY ESSENTIALS TO BEHAVIOR MANAGEMENT, CORP.	75	Bibiyan Law Group P.C.	LYDIA PLATA	Elizabeth Christopher
128	LWDA-CM-1066931-24	12/12/2024	CARDINAL LOGISTICS MANAGEMENT CORPORATIO	75	Bibiyan Law Group P.C.	CESAR HERRERA	Elizabeth Christopher
129	LWDA-CM-1066733-24	12/11/2024	DEMLER BROTHERS, LLC	75	Bibiyan Law Group P.C.	OLGA VASQUEZ	Elizabeth Christopher
130	LWDA-CM-1066732-24	12/11/2024	NORTH AMERICAN SECURITY AND INVESTIGATIONS, INC. dba NASI	75	Bibiyan Law Group P.C.	BRANDI AMUNIQUE DAVIS 2	Elizabeth Christopher
131	LWDA-CM-1066730-24	12/11/2024	NORTH AMERICAN SECURITY AND INVESTIGATIONS, INC. dba NASI	75	Bibiyan Law Group P.C.	BRANDI AMUNIQUE DAVIS	Elizabeth Christopher
132	LWDA-CM-1066672-24	12/11/2024	IN-ROADS CREATIVE PROGRAMS, INC	75	Bibiyan Law Group P.C.	ADELA SOSA (2nd matter)	Elizabeth Christopher
133	LWDA-CM-1066669-24	12/11/2024	IN-ROADS CREATIVE PROGRAMS, INC	75	Bibiyan Law Group P.C.	ADELA SOSA 2	Elizabeth Christopher
134	LWDA-CM-1066666-24	12/11/2024	LAMB FUELS, INC.	75	Bibiyan Law Group P.C.	JOHN WEAVER III 2	Elizabeth Christopher
135	LWDA-CM-1066647-24	12/11/2024	MED FOR AMERICA INC. dba Dreamfields	75	Bibiyan Law Group P.C.	CLARISSA AGUILAR	Elizabeth Christopher
136	LWDA-CM-1066630-24	12/11/2024	THE ASC CHARITABLE FOUNDATION dba ANNE SIPP CLINICS	75	Bibiyan Law Group P.C.	FREDDY JOHNSON	Elizabeth Christopher

#	LWDA #	Date	Employer Name	#/Employees	<u>Law Firm for PAGA Plaintiff</u>	<u>Plaintiff for PAGA Case</u>	<u>Filer/Attorney for PAGA Case</u>
137	LWDA-CM- 1066596-24	12/11/2024	QUALITY TRANSFORMER & ELECTRONICS	75	Bibiyan Law Group, P.C	ANTHONY VALLACQUA	Elizabeth Christopher

EXHIBIT C



BIBIYAN LAW GROUP, PC

1340 Westwood Blvd.
Los Angeles, CA 90024
310.393.5555
310.393.1705
www.bibiyanlaw.com

February 21, 2025

PAGA NOTICE FILED ELECTRONICALLY

Re: *Amended Notice Letter on Behalf of Eпитacio Acosta Wenceslao and
Aggrieved Employees Under California Labor section 2699.3*

Employer: Fisher Phillips c/o OC STAFFING AND HR SOLUTIONS LLC
Attn: Joshua D. Klein, Esq.
2050 Main Street, Suite 1000
Irvine, CA 92614

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 amended PAGA Notice concerns Eпитacio Acosta Wenceslao's ("Employee") employment with Employee's former employer OC STAFFING AND HR SOLUTIONS LLC ("Employer"). Employee was employed as a non-exempt employee of Employer, at without limitation, 7341 Anaconda Ave., Garden Grove, CA 92841, with duties that included, but were not limited to, building and upholstering, from approximately December of 2022 through to the present. Employee seeks to represent non-exempt employees of Employer, 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 Employer's violations of the Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer 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, including, without limitation, by requiring employees: to suffer under Employer's control due to, without limitation: to attend company meetings off the clock; to make or receive phone calls off the clock. In addition, Employer 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 Employer, it appears that, at least for a portion of time, Employer failed to pay for all time clocked in by Employee and Aggrieved Employees. These practices were all to the detriment of Employee and other Aggrieved Employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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). Employer 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 Employer 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 Employer's 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, including, without limitation, by requiring employees: to suffer under Employer's control due to, without limitation: Moreover, from the information provided by Employer, it appears that, at least for a portion of time, Employer failed to pay for all time clocked in by Employee and Aggrieved Employees. As such, Employee is informed and believes, and based thereon alleges, that Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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). Employer 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 Employer 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 due to requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer 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. Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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 Employer 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, due to interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods; not providing rest periods in a timely fashion. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer 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. Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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 Employer 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. Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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, Employer's herein-described policies or practices, Employer 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 Employer 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. Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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). Employer 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 Employer, 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 Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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). Employer 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 Employer 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 Employer, the name of the employer, 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 Employer 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 Employer 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 Employer 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 Employer’s conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may collect from Employer 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). Employer 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 Employer 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 Employer 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 Employer’s conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In addition, Employer 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). Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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 Employer 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 Employer 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 Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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). Employer 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 Employer, including its agents, managers, superintendents, and/or officers, required Employee and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Employer (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, terms known to be illegal in purported arbitration agreements, purported confidentiality agreements, and other written documents presented for signature and/or assent to Employee and/or Aggrieved Employees by Employer. Employer also required Employee and Aggrieved Employees to inform prospective employers of Employer's restrictions of Employee's and Aggrieved

Employees' freedom to work. As a result, Employee is informed and believes that Employer 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 Employer 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 Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer 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). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer 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 Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer 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 Employer 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, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer 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, Employer 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 Employer that its policy or practice giving rise to such violations was unlawful, Employer would be further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). To the extent Employer was found to have unlawfully committed some or all of the above-related Labor Code violations, Employer 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 Employer's conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer 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 Employer's receipt of this notice.

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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 Employer 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/ David D. Bibiyan

David D. Bibiyan

cc: OC STAFFING AND HR SOLUTIONS LLC
(via U.S. Certified Mail, Return Receipt Requested)