



Valles Law

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VIA CERTIFIED U.S. MAIL TO ALL EXCEPT LWDA.

California Labor & Workforce Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Scale AI, Inc.
650 Townsend Street
San Francisco, CA 94103

Smart Ecosystem Inc. d/b/a Outlier
1209 Orange Street, Floor 6
Wilmington, DE 19801

Outlier AI, Inc.
360 22nd Street, Suite 600
Oakland, CA 94612

RE: PAGA NOTICE PURSUANT TO LABOR CODE §2699

Dear Sir or Madam:

Please be advised that Mr. Augustine Barry (“**Barry**”) has retained Valles Law, P.C. to represent himself and other aggravated employees for violations of the California Labor Code against Barry’s current employers Outlier AI, Inc., Smart Ecosystem Inc. d/b/a Outlier (collectively with Outlier AI, Inc. as “**Outlier**”) and Scale AI, Inc. (“**Scale**” and collectively with Outlier as the “**Company**”).

As described herein, the Company has violated numerous California Labor Code and is therefore liable for civil penalties under California Labor Code §2698 *et. seq.* (“**PAGA**”) as well as the applicable California Labor Code sections pursuant to PAGA. As a result, this letter will serve as notice of these allegations pursuant to California Labor Code §2699.3.

RELEVANT FACTS

The Company has consistently maintained and enforced against Barry, and all similarly situated employees, unlawful employment practices and policies which violate the Labor Code.

As acknowledged by Scale, Outlier is a part of the Scale family of products and services, and Scale has used Outlier to employ “tens of thousands of contributors from around the world” to train Scale’s Generative Artificial Intelligence (“**AI**”) products. As a result, Scale and Outlier are operated as one company. However, the Company misclassifies all of these “contributors” who train the Company’s AI products (“**AI Trainers**”) as Independent Contractors as discussed more fully below. Barry has worked for the Company in the California as an AI Trainer from approximately February of 2024 through today.



Intentional Misclassification of AI Trainers as Independent Contractors

Specifically, the Company is an AI training company that develops and trains AI platforms. To develop these AI platforms and perform this core service, the Company hires the AI Trainers but does not classify these AI Trainers as employees. Rather, the Company classifies them as independent contractors despite the fact that the AI Trainers perform work squarely within the usual course of the Company's business of developing and training AI platforms.

The Company also exerts control over the manner and means by which Barry and the AI Trainers carry out their duties (including, but not limited to, providing specific instructions on how each task was required to be completed), which renders Barry and the AI Trainers as Company employees rather than independent contractors. In fact, Barry and the AI Trainers were also required to complete and attend regular training sessions, for which they were not paid, a few times a week that would often take hours to complete. Moreover, the Company also mandated that AI Trainers complete Zoom calls with the Company's full-time employees and be available to the Company through the Company's Slack Channel at all times. Finally, Barry and the AI Trainers are not customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for the Company. Therefore, Barry and the AI Trainers have been misclassified as independent contractors under the ABC test codified from AB 5 in California Labor Code §2750.3.

Furthermore, such misclassification has at all times been willful and deliberate within the meaning of Labor Code §226.8. The Company knew that AI Trainers performed work within its usual and customary business of developing AI platforms, but for purposes of avoiding its obligations under the Labor Code and state and federal tax authorities, willfully and deliberately chose to misclassify Barry and the AI Trainers as independent contractors. In fact, the Company acknowledged such on its FAQ section where it specifically answered the questions, "Will I be an Outlier Employee?" as no that they would be freelancers or independent contractors

Off the Clock Work and Failure to Pay Wages and Overtime

The Company has misclassified Barry and the AI Trainers and has an express policy and practice of not paying Barry and the AI Trainers for their overtime as all hours worked by Barry and the AI Trainers.

The Company paid Barry and AI Trainers on a piece-rate compensation system. For each task performed, Barry and the AI Trainers would receive a set amount of compensation. That compensation usually came in the form of a certain metric of time, i.e., one hour or some fraction of an hour, multiplied by an hourly rate. Barry and the AI Trainers routinely took longer to complete the tasks than the hours/fractional hours they were compensated under for the completion of all tasks. In addition, the task-based pay did not pay or account for all tasks such as drafting and responding to messages, attending meetings, completing trainings, being available to respond to Company messages and questions, and other tasks.

Moreover, Barry and the AI Trainers regularly worked in excess of forty (40) hours in a week and eight (8) hours in a day as well as seven (7) consecutive days in a week; however, they are not paid overtime for these hours.



Also, during the relevant time period, the Company intentionally and willfully failed to pay Barry and the AI Trainers all wages that were earned and unpaid, twice during each calendar month. Alternatively, the Company failed to pay wages earned within seven (7) calendar days of the end of the payroll period in which the wages were earned.

Failure to Provide Meal and Rest Breaks

Because the Company misclassified Barry and the AI Trainers as Independent Contractors, the Company does not provide meal periods to, nor does it authorize and permit rest periods for Barry and the AI Trainers. Moreover, the Company also does not have a written, actively enforced policy of providing meal periods or authorizing and permitting rest periods for Barry and the AI Trainers.

In fact, the Company breached its legal duty to provide meal periods to Barry and the AI Trainers by failing to provide them with meal periods within the timeframes outlined by California law. Specifically, the Company failed to provide Barry and the AI Trainers with meal periods within the first five continuous hours of work or a second meal period within the first ten continuous hours of work. The Company committed these violations as part of its misclassification scheme of depriving Barry and the AI Trainers of their rights under the Labor Code.

The Company also has a consistent policy and/or practice of not providing paid rest periods to Barry and the AI Trainers and/or providing compensation in lieu thereof. Specifically, Barry and the AI Trainers are required to work shifts in excess of 3.5 hours without providing any rest breaks whatsoever (whether that be a first, second, third or fourth rest break as required by law), regardless of the shift's length. Furthermore, the nature of the work performed by Barry and the AI Trainers prevent them from taking their ten (10) minute rest breaks and the Company also intentionally does not schedule any breaks into Barry's or the AI Trainers' workday.

Additionally, Barry and the AI Trainers do not sign or execute any written agreement to take "on-duty" meal periods within the meaning of Wage Order 4-2001, §11, nor do they sign any agreements waiving their statutory meal periods. As such, the Company cannot claim any such waivers to its obligations.

Intentional Failure to Provide Itemized Wage Statements

The Company has knowingly and intentionally failed to comply with Labor Code §226(a). In fact, the Company failed to provide any itemization for compensation paid Barry and the AI Trainers. Barry and the AI Trainers were just provided an amount that they were paid, with no breakdown that would enable them to ascertain how those amounts were calculated and certainly no itemization that conformed to the mandates of Labor Code §226(a). In fact, the Company does not include the regular rate of pay, the number of regular hours worked, the overtime rate of pay, the overtime hours worked, the double time rate of pay, and the double time hours worked on wage statements. Likewise, the Company fails to state the inclusive dates of pay for which compensation is being provided as well as all of the other information required by Labor Code §226(a).

In every pay period during the period of the relevant statute of limitations, the Company knowingly and intentionally did not itemize the total hours worked on wage statements as Labor Code §226(a), requires, or



include any of the other information required by Labor Code §226(a). In fact, in every pay period during the period of the relevant statute of limitations, the Company knowingly and intentionally did not include the total hours worked on wage statements. As a result, the Company therefore knowingly and intentionally failed to itemize the total hours worked on Barry's and the AI Trainers' wage statements.

Unreimbursed Business Expenses

The Company has a policy and practice of not reimbursing Barry and the AI Trainers for their business expenses (including, but not limited to, business use of their personal home internet, cell phone, or any other "work from home" expenses that they incur in the course and scope of their employment), supplies, or for any other expenses that they incur as a result of their employment with the Company. As such, Barry and the AI Trainers incurred business expenses, such as supplies cell phone costs, internet costs, supplies, etc., that have never been reimbursed by the Company.

Sick Pay Violations

Because the Company misclassifies Barry and the AI Trainers as independent contractors, the Company has a policy and practice of not providing or paying Barry and the AI Trainers for their sick time hours and deny paying their regular rate of pay for such hours.

LABOR CODE VIOLATIONS

Labor Code §432.5

Labor Code §432.5 provides that no "employer [...] shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer [...] to be prohibited by law." As discussed above, the Company requires Barry and all of its AI Trainers to enter into an independent contractor relationship and agreement with it, which it knows or should have known was illegal in the state of California. Therefore, as a result of the foregoing, the Company is liable for civil penalties pursuant to Labor Code §2698 *et seq.* for all such violations of the Labor Code.

Labor Code §226.8

Labor Code §226.8 provides that it is unlawful for any person or employer to willfully misclassify an individual as an independent contractor. "Willful misclassification" means avoiding employee status for an individual by voluntarily and knowingly misclassifying that individual as an independent contractor.' Labor Code §226.8(i)(4). Any person or employer who has engaged in or is engaging in a pattern or practice of willfully misclassifying individuals, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law. Labor Code §226.8(b).

Here, as noted above, the Company intentionally and deliberately classifies Barry and the AI Trainers as independent contractors in the State of California in violation of applicable California law and Labor Code



§226.8. As such, the Company is liable for civil penalties pursuant to Labor Code §§226.8(b) and 2698 *et seq.* for all such violations of the Labor Code.

Labor Code §2750.3

Labor Code §2750.3 requires that in order for an individual to be classified as an independent contractor as opposed to an employee, the following circumstances must be met:

- (A) The person is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact;*
- (B) The person performs work that is outside the usual course of the hiring entity's business; and*
- (C) The person is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.*

Here, as noted above, Barry and the AI Trainers do not satisfy any of the three prongs of the test. In fact, Barry and the AI Trainers are performing work within the Company's usual course of business and, as such, cannot even pass the second prong of the test. Barry and the AI Trainers also are not free from the Company's control or direction in connection with the performance of the work as the Company treats Barry and the AI Trainers as employees. Moreover, Barry and the AI Trainers are also not currently engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for the Company.

As a result, the Company is liable for penalties under Labor Code §2698 *et. seq.* for all such violations of the Labor Code.

Labor Code §1194, 1194.2, 1197, and 1197.1

Labor Code §§1197 and 1194 requires that an employer to pay its employees at least the minimum wage fixed by the commission for all hours worked and/or the legal overtime compensation applicable to the employee. These labor code provisions also make the payment of a wage less than the minimum wage or legal overtime compensation or no wage at all unlawful.

As discussed above, the Company has failed to pay Barry and AI Trainers for all of the hours that they worked in violation of Labor Code §§1197 and 1194. As a result, the Company is liable for penalties under Labor Code §§1194.2, 1197.1 and 2698 *et. seq.* for all such violations of the Labor Code.



Labor Code §§510, 558 and 1198

Labor Code §510 requires employers to compensate their non-exempt employees for their overtime at one and a half (1.5) times their regular rate of pay for the hours that they work each day in excess of eight (8) hours (up to twelve [12] hours) or each week for the hours that they work in excess of forty (40) hours or for the first eight (8) hours worked on a seventh consecutive day of a workweek. Additionally, employers are required to compensate their non-exempt employees at two times (2x) their regular rate of pay for the hours that they work each day in excess of twelve (12) hours or in excess of eight (8) hours worked on a seventh consecutive day of a workweek. An employee's regular rate of pay is calculated by adding all remuneration for employment (i.e., all compensation and earnings), except statutory exclusions, in any workweek divided by the total hours worked by that employee in the workweek.

As discussed above, the Company failed to pay Barry and the AI Trainers for all of their overtime that they worked at the appropriate rate in violation of Labor Code §510.

Labor Code §1198 prohibits, among other things, the employment of any employee for longer hours than those fixed by under conditions of labor prohibited the labor commission's wage order. As articulated above, Barry and the AI Trainers worked more than forty (40) hours a week, eight (8) hours in a day, or for seven (7) consecutive days without receiving proper overtime pay and under conditions that violated Wage Order 5 in violation of Labor Code §1198.

As a result of the foregoing, the Company is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.* for all such violations of the Labor Code.

Labor Code §§246, 246(h), 246(i), 246(l), 246.5, and 248.5

California Labor Code §§246 and 246.5 require an employer to provide their employees with sick leave and prohibit the employer from denying any employee the right to use that sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave or for opposing any policy or practice or act that is prohibited by California sick leave laws. Furthermore, Labor Code §246.5 prohibits an employer from disciplining or requiring an employee to search for or find a replacement worker to cover the days during which the employee uses paid sick leave.

Further, California employers must provide written notice, either on the wage statement or separate writing given to the employee on payday, setting forth the amount of paid sick leave available, or amount of paid time off leave. Employers providing unlimited paid sick leave or unlimited paid time off may satisfy this requirement by indicating "unlimited" on the wage statement or employee notice. Labor Code § 246.

Labor Code §246(h) requires an employer to provide their employees with written notice that sets forth the amount of paid sick leave available, or paid time off leave the employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Labor Code §226 or in a separate writing provided on the designated pay date with the employee's payment of wages.



Labor Code §246(l) requires employers to pay their non-exempt employee's sick leave by using one of two calculations:

1. In the same manner as their regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek; or
2. By dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

As articulated above, the Company misclassified Barry and the AI Trainers as independent contractors and, as such, did not provide Barry and the AI Trainers with their earned sick time or notice of their accrued sick time as required by Labor Code §246. In fact, the Company has a policy and practice of specifically not providing Barry and the AI Trainers with accrued sick time or paying them for their sick time hours in accordance with Labor Code §246(l). As such, the Company's policy and practice denies Barry and the AI Trainers the right to accrue and use their sick leave in violation of Labor Code §§246 and 246.5.

Furthermore, Labor Code §246(i) provides that an employer may not limit an employee's rights to accrue and use paid sick leave other than as allowed under Labor Code §246. The Company's policies and practices do in fact limit Barry's and the AI Trainers' rights to accrue and use paid sick leave in excess of that allowed under Labor Code §246.

As a result of the foregoing, the Company is liable for civil penalties pursuant to Labor Code §§248.5 and 2698 *et seq.* for all such violations of the Labor Code.

Labor Code §226.7 and 512

Labor Code §§226.7 and 512 as well as IWC Wage Order 4 require employers, such as the Company, to provide all meal, rest, and recovery periods specified in the IWC Wage Order. Additionally, Labor Code §226.7 requires employers to pay an additional one hour of pay at the employee's "regular rate of compensation" for each workday that the meal or rest or recovery period is not provided (also known as a "**Premium Payment**"). The Premium Payment must be made by the employer concurrently with the other wages due within the pay period when the break violation occurred.

With respect to meal breaks, California employers are required to provide all non-exempt employees working more than five (5) hours with an uninterrupted meal period of not less than thirty (30) minutes starting before the end of their fifth (5th) hour of work as well as a second uninterrupted meal period of not less than thirty (30) minutes prior to the end of the employee's tenth (10th) hour of work for employees working more than ten (10) hours per day. Unless the employees are relieved of all duty during their thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period that is counted as hours worked which must be compensated at the employee's regular rate of pay.



With respect to rest breaks, California employers must authorize and permit employees to take a rest period of ten (10) consecutive minutes for each four (4) hour work period, or major fraction thereof. Furthermore, the rest period must, insofar as practicable, be taken in the middle of each work period.

It should also be noted that the California Supreme Court has also determined that the term “*regular rate of compensation*” for the required Premium Payment is synonymous with the term the “regular rate of pay” for the purposes of calculating overtime. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858. As such, employers were and are required to pay meal, rest, or recovery period premiums at the same regular rate used for overtime calculations. *See Id.* The California Supreme Court also applied this standard retroactively to all previous payments *See Id.*

As described herein above, the Company had a pattern and practice of not authorizing and permitting as well as preventing Barry and the AI Trainers from taking a rest period of ten (10) consecutive minutes for each four (4) hour work period, or major fraction thereof. Additionally, the Company failed to provide K Barry and the AI Trainers with their thirty (30) minutes uninterrupted meal breaks either starting before the end of their fifth (5th) hour of work or the end of their tenth (10th) hour of work (as applicable to the non-exempt employee’s shift). All of this was done knowingly and intentionally in violation of Labor Code §§226.7 and 512 as well as IWC Wage Order 2.

As a result of the foregoing, the Company is liable for civil penalties pursuant to Labor Code §§226.7 and 2698 *et seq.* for all such violations of the Labor Code.

Labor Code §§2800 and 2802

Labor Code §2800 requires employers to indemnify their employee for losses caused by the employer’s want of ordinary care. Labor Code §2802 requires employers to indemnify their employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer. As made clear by numerous California court decisions, employers cannot pass on operating expenditures to its employees and must reimburse expenditures such as cell phones, equipment, business travel, training, mileage and other expenditures or losses incurred by its employees as a result of or in furtherance of their employment with the employer (including, but not limited to, a portion of their home internet cost if they were working from home). *See Cochran v. Schwan's Home Services, Inc.* (2014) 228 Cal. App. 4th 1137, 1140.

As described herein above, the Company has a pattern, practice, and policy of not indemnify or reimbursing Barry and the AI Trainers for all of their losses and expenditures either caused by the Company or incurred by Barry and the AI Trainers in direct consequence of the discharge of their duties, or of their obedience to the Company’s directions.

As a result of the foregoing, the Company is liable for civil penalties pursuant to Labor Code §§2802 and 2698 *et seq.* for all such violations of the Labor Code for all of its California employees.



Labor Code §§201, 202, and 203

Labor Code §§201 and 202 requires employers to pay all wages immediately at the time of separation of employment in the event an employer discharges an employee, or an employee provides at least 72 hours of notice of their intent to quit. Labor Code §203 provides that an employer who fails to do so must pay a waiting time penalty of one day of an employee's wages for each calendar day thereafter that they remain unpaid, up to a maximum of thirty (30) days.

Additionally, waiting time penalties must be paid at the employee's daily wage rate, which is calculated by adding the employee's base wages, commissions, bonuses, and vacation pay that the employee earns in a year, dividing that sum by 52 weeks, and dividing that result by 40 hours. *Drumm v. Morningstar, Inc.* (N.D. Cal. 2010) 695 F.Supp.2d 1014, 1019. Furthermore, waiting time penalties must be paid as a penalty and without taxes or other withholdings taken out of the waiting time penalty.

Because the Company misclassifies Barry and its AI Trainers as independent contractors, it has a policy and practice of merely leaving them in their system as contractors rather than ending their relationship despite the fact that the AI Trainers never perform services again nor does it provide a way for Barry and the AI Trainers to terminate their relationship to receive all of their final wages. This is done intentionally by the Company to avoid having to pay Barry and the AI Trainers with their final wages by not ever allowing Barry and its AI Trainers to separate their employment or relationship, which is also done to avoid having to pay Barry and the AI Trainers with all of the waiting time penalties that are required for the Company's failure to pay all of their wages due.

As a result of the foregoing, the Company's is liable for civil penalties pursuant to Labor Code §§203 and 2698 *et seq.* for all such violations of the Labor Code.

Labor Code §§204(a), 204(b), and 210

Labor Code §204(a) requires employers to pay all wages earned by any employee between the 1st and 15th days of any calendar month by no later than the 26th day of the month during which the labor was performed, and all wages earned between the 16th and last day of the month to be paid by the 10th day of the following month. Labor Code §204(b) requires an employer to pay all wages earned for labor in excess of the normal work period by no later than the payday for the next regular payroll period.

As noted above, the Company has failed to timely pay Barry and the AI Trainers for all of their wages in violation of Labor Code §204. Additionally, the Company failed to pay and has continued to fail to pay all of Barry's and the AI Trainer's wages earned for labor in excess of the normal work period by no later than the payday for the next regular payroll period.

As a result of the foregoing, the Company is liable for civil penalties pursuant to Labor Code §§210 and 2698 *et seq.* for all such violations of the Labor Code.



Labor Code §§226(a) and 226.3

Labor Code §226(a) requires employers to provide all of its employees with accurate and complete wage statements for each pay period and such wage statement must include, among other things, the employee's actual hours worked, total gross wages earned, all rates of pay, and total net wages earned.

Here, the Company has intentionally failed to provide Barry and the AI Trainers with any wage statements whatsoever during their employment because it has intentionally misclassified them as independent contractors. Furthermore, even if the Company had provided wage statements, the Company has also failed to pay Barry's and the AI Trainer's wages as articulated herein above, and, as a result of these violations, also has failed to provide them with proper wage statements.

As a result of the foregoing, the Company is liable for civil penalties pursuant to Labor Code §§226(e), 226.3 and 2698 *et seq.* for all such violations of the Labor Code.

Labor Code §§1174(d) and 1174.5

Labor Code §1174(d) requires employers to keep "payroll records showing the hours worked daily by and wages paid to ... employees [...]." Here, as noted above, the Company has misclassified Barry and the AI Trainers and, as such, has failed to keep accurate time records showing the total hours worked and wages paid to Barry and the AI Trainers during their employment, including for all of the off the clock work required by the Company.

As a result of the foregoing, the Company is liable for civil penalties pursuant to Labor Code §§1174.5 and 2698 *et seq.* for all such violations of the Labor Code.

Labor Code §221

Labor Code § 221 makes it unlawful for an employer to collect and receive from an employee any part of wages theretofore paid by said employer to said employee. An employee's wages or earnings are the amount the employer has offered or promised to pay or has paid pursuant to such an offer or promise, as compensation for that employee's labor. *See Kemp v. Int'l Bus. Machs. Corp.*, 2010 WL 4698490, at *5 (N.D. Cal. Nov. 4, 2010) citing *Prachasaisoradej v. Ralphs Grocery Co.*, (2007) 42 Cal. 4th 217, 228.

Here, as noted above, the Company has failed to pay Barry and the AI Trainers with the actual wages that they are owed. As a result of the foregoing, the Company is liable for civil penalties pursuant to Labor Code §2698 *et seq.* for all such violations of the Labor Code.

Labor Code §300

Labor Code §300 prohibits the assignment of wages without the assignment being contained in a separate written instrument signed by whom the wages or salary has been earned by and identifying specifically the transaction to which the assignment relates. Where the individual is married, the written consent of the spouse



is also required. As stated herein, the Company has a policy of purposefully withholding and assigning Barry's and the AI Trainers' wages without a valid and legal written assignment agreement from them in accordance with the Labor Code.

As a result of the foregoing, the Company is liable for civil penalties pursuant to Labor Code §2698 *et seq.* for all such violations of the Labor Code.

Labor Code §§551 and 552

Labor Code §551 requires employers to provide one day's rest in each seven (7) day period while Labor Code §552 prohibits employers from cause their employees to work more than six days in seven. The requirements of Barry's and AI Trainers' jobs require them to often work on their days off and, as such, requires them to work, and they do work, seven straight days in violation of Labor Code §§551 and 552. As a result of the foregoing, the Company is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.* for all such violations of the Labor Code.

Labor Code §§3700 and 3700.5

California Labor Code §§3700 and 3700.5 requires every California employer using labor to purchase workers compensation insurance for their employees. The Company misclassified Barry and the AI Trainers as independent contractors and, as such, failed to obtain workers' compensation insurance for them. As a result of the foregoing, the Company is liable for civil penalties pursuant to Labor Code §§3700.5 and 2698 *et seq.* for all such violations of the Labor Code.

Labor Code §2810.5

Because the Company misclassified Barry and the AI Trainers as independent contractors, it failed to provide Barry and the AI Trainers with written notice, at the time they were hired, with all of the information required by Labor Code §2810.5(a)(1). As a result of the foregoing, the Company is liable for civil penalties pursuant to Labor Code §2698 *et seq.* for all such violations of the Labor Code.

Should you have any questions or wish to discuss the foregoing further, please do not hesitate to contact me. I can be reached via e-mail at dan@valles.law or via telephone at (415) 234-0065.

Sincerely,

Daniel Valles