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June 20, 2025

PAGA NOTICE FILED ELECTRONICALLY

Re: *Notice Letter on Behalf of YOLANDA CRUZ SERRANO and Aggrieved Employees Under California Labor section 2699.3*

Employer:

STYLE MELODY INC
5500 S BOYLE AVE
VERNON, CA 90058

STYLE MELODY INC
C/O DONGSHENG NING, As Agent for Service of Process
5500 S BOYLE AVE
VERNON, CA 90058

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 this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns YOLANDA CRUZ SERRANO's ("Employee") employment with Employee's former employer: STYLE MELODY INC ("Employer"). Employee was employed as a non-exempt employee of Employer, at without limitation, 5500 S Boyle Ave, Vernon, CA 90058, with duties that included, but were not limited to, packing clothes, from approximately June of 2020 through approximately February of 2025. 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. 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. Given Employee personally suffered these violations of the overtime laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the overtime laws, including potential violations for failing to pay for all time clocked in by Aggrieved Employees because of either the detrimental rounding, 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. Employee and other Aggrieved Employees personally suffered these violations, Given Employee personally suffered these violations of the minimum wage laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the minimum wage laws, including potential violations for failing to pay for all time clocked in by Aggrieved Employees because of either the detrimental rounding, 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. 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€(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: 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 walking time; time spent having to wait in line to clock back in; having to retrieve and store personal belongings during the meal period; and not permitting employees to leave the premises. Employee and other Aggrieved Employees personally suffered these violations. Given Employee personally suffered these violations of the meal period laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the meal period laws, including potential violations for unprovided meals, late meals, short meals, interrupted meals, auto-deducted meals, meals for which Aggrieved Employees were not relieved of all duties, and meals for which aggrieved employees were not permitted to leave the premises, if any of these should be found. 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 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 walking time; having to retrieve and store personal belongings during the rest period; interrupting them;

not providing rest periods in a timely fashion; and not permitting employees to leave the premises;. Employee and other Aggrieved Employees personally suffered these violations. Given Employee personally suffered these violations of the meal period laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the rest period laws, including potential violations for unprovided rests, short rests, interrupted meals, rest breaks that required clock-outs, rests for which Aggrieved Employees were not relieved of all duties, and rests for which aggrieved employees were not permitted to leave the premises, if any of these should be found. 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 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 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 Heathy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that 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 had and has a policy or practice of preventing Employee and other Aggrieved Employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employee and Aggrieved Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k), and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that 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 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 preventing Employee and other Aggrieved Employees from disclosing violations of state and federal law, either within Employer to their managers or outside of Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Employee and other Aggrieved Employees personally suffered these violations. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 232, 232.5 and 1198. Employee and other Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these violations would expose Employer to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that 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 preventing Employee and other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Employee and other Aggrieved Employees personally suffered these violations. Employee is informed and believes that this lawful conduct includes, without limitation, the exercise of Employee and other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or

injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that 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, 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 confidentiality agreements, and other written documents presented for signature and/or assent to Employee and/or Aggrieved Employees by Employer. Specifically, Employer required Employee to sign an illegal agreement identified as "Protection of Company Assets Agreement: Confidentiality and Non-Disclosure Agreement" as it prevents Employee from disclosing "payroll information" and "personnel information". The "Protection of Company Assets Agreement: Confidentiality and Non-Disclosure Agreement" also includes an illegal "Non-Solicitation of Customers Based on Confidential Information" provision. 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).

Employee is informed and believes, and based thereon alleges, as follows: Employer knew or should have known it imposed systematic quota and production demands on Employee and other Aggrieved Employees which violated the rights of Employee and Aggrieved Employees under Labor Code sections 2100, *et seq*. Specifically, Employee is informed and believes, and based thereon alleges, that Employer had a duty to ensure its production demands/quotas did not prevent Employee and Aggrieved Employees from complying with laws pertaining to meal periods, rest periods, bathroom breaks (including, without limitation, reasonable travel time to and from bathroom facilities), and/or exposing them to safety or Occupational Safety and Health Administration ("OSHA") hazards. Employer is a "covered employer" and its warehouse employees are "covered employees." Employer implements quotas as defined in Labor Code section 2100, subdivision (h) and subjects Employee and Aggrieved Employees to adverse employment actions as defined in Labor Code section 2102. Furthermore, Employer willfully, knowingly and intentionally established quotas that harmed Employee and Aggrieved Employees all to increase Employer's profits without concern for employee safety. Employer, in fact, tracked meals, rest, and recovery periods, that were not provided and did nothing to change its policies and

practices. Employer also restricted and monitored the use of bathroom facilities and charged the time Employee and Aggrieved Employees used the bathroom against their quota. In other words, Employee and Aggrieved Employees who did not wait to use the restroom during meal or rest periods or before or after their shift, were penalized for not meeting the quota either through reprimands, warnings, and termination. Employer maintained a point system designed to prevent Employee and Aggrieved Employees from complying with California law as alleged in this Notice and systematically used to punish Employee and Aggrieved Employees. Furthermore, Employer prevented compliance with California's meal and rest break laws and failed to consider meal and rest breaks as productive time when Employee and Aggrieved Employees were required to remain on call in violation of Labor Code section 2103, subdivision (b). Employee and Aggrieved Employees were not permitted to take compliant meal breaks, rest breaks, and/or rest and recovery periods when requested, due to Employer's unlawful policy and practice to favor production goals over the rights of Employee and Aggrieved Employees. Consequently, Employee and other Aggrieved Employees were not provided with meal periods (or second meal periods); and/or authorized or permitted to take rest periods (including second or third rest periods); and/or recovery periods; and Employer's policies prevented Aggrieved Employees from taking these meal, rest and/or recovery periods as required by California law. Furthermore, Employer did not provide to Employee and Aggrieved Employees a written description of each quota that was applicable to Employee and Aggrieved Employees; maintained secret (undisclosed) quotas; and failed to provide written disclosures each and every time quotas changed either seasonally, daily, hourly, weekly and/or monthly. This includes the number of tasks to be performed or materials that must be produced or handled within a time period, and any potential adverse employment action that could result from failing to meet the quota. This information has not been given by Employer to Employee and Aggrieved Employees, including when hired, commencing on January 1, 2022 to the present. Additionally, Employer changed the "quota" regularly without notice, as often as per pay period. Employer was also required to provide a new written quota disclosure each and every time the quota changed and failed to do so since the Notice was provided. Employer failed to produce Employee's written quota disclosure upon written request pursuant to Labor Code sections 2100 through 2112, and failed to provide written disclosures to Employee and Aggrieved Employees, including new hires, since January 1, 2022, as well as to current employees each time the quota changed. Employer had and has a policy and practice of taking adverse employment action against Employee and Aggrieved Employees for failing to meet a quota that does not allow Employee and Aggrieved Employees to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or Division Standards, or for failure to meet a quota that has not been disclosed to Employee and Aggrieved Employees pursuant to Labor Code section 2101. Employer thus violated Labor Code sections 2100 through 2112. 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, 1695.55, 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, particularly given, among other reasons, Employer has been sued for these violations in the past. Thus, 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

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herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Beth A. Christopher

Beth A. Christopher

cc:

STYLE MELODY INC
5500 S BOYLE AVE
VERNON, CA 90058

STYLE MELODY INC
C/O DONGSHENG NING, As Agent for Service of Process
5500 S BOYLE AVE
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(via U.S. Certified Mail, Return Receipt Requested)