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June 6, 2025

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

<u>DIGITAL REALTY TRUST, INC.</u> Registered Agent for Process Service c/o CSC – Lawyers Incorporating Service 2710 Gateway Oaks Drive, Suite 150N Sacramento, CA 95833 <u>Certified No.: 9589 0710 5270 3176 6256 92</u>	<u>DIGITAL REALTY TRUST, INC.</u> Attn.: Legal Department 2323 Bryan Street. Suite 1800 Dallas, TX 75201 <u>Certified No.: 9589 0710 5270 3176 6257 08</u>
<u>DIGITAL REALTY TRUST, INC.</u> Attn.: Legal Department 600 W 7th St Los Angeles, CA 90017 <u>Certified No.: 9589 0710 5270 3176 6257 15</u>	<u>DLR, LLC</u> Attn.: Legal Department 2323 Bryan Street. Suite 1800 Dallas, TX 75201 <u>Certified No.: 9589 0710 5270 3176 6257 22</u>
<u>DLR, LLC</u> Attn.: Legal Department 600 W 7th St Los Angeles, CA 90017 <u>Certified No.: 9589 0710 5270 3176 6257 39</u>	

From: LUIS SANCHEZ, on behalf of himself and all other current and former aggrieved California-based hourly non-exempt employees of DLR, LLC and/or DIGITAL REALTY TRUST, INC.

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c/o Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey D. Klein, Esq.
Daniel C. Keller, Esq.
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Our firm has been retained by aggrieved employee LUIS SANCHEZ concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”) against his employers, DLR, LLC; and/or DIGITAL REALTY TRUST, INC.

We are filing this written notice with the Labor and Workforce Development Agency (“LWDA”) pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and 2698, *et seq.* The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client’s allegations of violations of the Labor Code by his Employer. In addition to submitting this letter and the \$75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee LUIS SANCHEZ (“Plaintiff” or “Employee”) was employed by DLR, LLC; and/or DIGITAL REALTY TRUST, INC. (“Defendants” or “Employers”) as an hourly non-exempt employee from in or around May 2021, until on or about May 2024. Plaintiff believes Defendant(s) employed more than one hundred (100) employees in total during the period covered by this notice, and Labor Code section 2999.3(c)(2) does not apply.

1. *Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked in Violation of Labor Code Sections 1194 and 1197*

Employee alleges that during his employment, Employers failed to pay him and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” Labor Code section 1194 states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this

minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee alleges that during his employment, Employers failed to pay him and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employers' policies, practices, and/or procedures including, but not limited to:

- "Rounding down" or "shaving down" Employee and other current and former aggrieved California-based hourly non-exempt employees' total daily hours to the nearest quarter of an hour, to the benefit of Employers.
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks prior to being permitted to clock-in for their shifts.
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to perform work off-the-clock and without being paid, including during what should have been their meal periods, which resulted in unpaid minimum and overtime wages. Such off-the-clock work included, without limitation, monitoring a work phone and responding to calls.

Employee and other Aggrieved Employees personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers' failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employers' aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employers without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employers if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employers' failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and

former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

2. *Failure to Pay Overtime Wages for Overtime Hours Work and/or Failure to Pay Overtime wages at the Proper Overtime Rate of Pay in Violation of Labor Code Section 510 and 1194*

Employee alleges that during his employment, Employers failed to pay him and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

"Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 1194 provides, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee alleges that during his employment, Employers failed to pay him and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employers' policies, practices, and/or procedures including, but not limited to:

- "Rounding down" or "shaving down" Employee and other current and former aggrieved California-based hourly non-exempt employees' total daily hours to the nearest quarter of an hour, to the benefit of Employers.

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks prior to being permitted to clock-in for their shifts.
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to perform work off-the-clock and without being paid, including during what should have been their meal periods, which resulted in unpaid minimum and overtime wages. Such off-the-clock work included, without limitation, monitoring a work phone and responding to calls.

Employee and other Aggrieved Employees personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers' failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employers' aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employers without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employers when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employers failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employers' foregoing policies, practices, and/or procedures resulted in Employers failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 2699(f)(2) and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employers if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employers' failure to pay overtime wages at the lawful overtime rate for all overtime hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such overtime wages for all overtime hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates

in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

3. *Failure to Authorize or Permit Meal Periods and/or Failure to Pay Meal Period Premiums in Violation of Labor Code Sections 512 and 226.7*

Employee alleges that during his employment, Employers failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§226.7, 512; Wage Order 4, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §226.7; Wage Order 4, §11.

Employee alleges that Employers failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employers' policies, practices, and/or procedures including, but not limited to, the following:

- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked. Employers routinely interrupted Employee and other current and former aggrieved California-based hourly non-exempt employees' meal periods and routinely failed to provide meal periods until after the fifth hour of work.
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty during their off-the-clock meal breaks because Employee and other current and former aggrieved California-based hourly non-exempt employees were required to keep their employer-issued cellphone on them at all times during their shift to monitor and respond to calls from Employers, including during their off-the-clock meal breaks.
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to travel to a designated area away from their workstations during their meal breaks. Employers did not elongate or otherwise extend Employee and other current and former aggrieved California-based hourly

non-exempt employees' meal breaks to account for travel time between their workstations and the designated break area resulting in meal breaks less than a net 30-minutes.

Employee and other Aggrieved Employees personally suffered these violations. Employee is further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Additionally, Employee alleges that Employers maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 558 and/or Labor Code section 2699(f)(2) on behalf of LWDA against Employers if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employers' failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay meal period premiums and/or pay meal period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

4. *Failure to Authorize or Permit Rest Periods and/or Failure to Pay Rest Period Premiums in Violation of Labor Code Section 226.7*

Employee alleges that during his employment, Employers failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof..." Wage Order 4, § 12. "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement "obligates employers to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the

employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 4 at § 12.

Employee alleges that Employers failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employers' policies, practices, and/or procedures including, but not limited to, the following:

- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof. Employers failed to schedule, offer, authorize or permit Employee and other current and former aggrieved California-based hourly non-exempt employees to take rest breaks.

Employee and other Aggrieved Employees personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Additionally, Employee alleges that Employers maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2), on behalf of LWDA against Employers if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employers' failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay rest period premiums and/or pay rest period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

5. *Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204*

Employee alleges that during his employment, Employers failed to timely pay Employee's and other current and former aggrieved California-based hourly non-exempt employees' earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid

between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

As a derivative of Employee's claims above, Employee alleges that Employers failed to timely pay him and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204. Employers' aforementioned policies, practices, and/or procedures resulted in Employers failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employers if authorized to file a representative action on behalf of the State of California.

6. *Secret Payment of Wages Lower Than Designated by Statute, in Violation of Labor Code Section 223*

Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by failing to pay wages no less than the applicable legal minimum and overtime wages, and also meal and rest break premiums, as established by Labor Code sections 226.7, 510, 1194, 1197 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code section 1198, the Employers secretly paid a lower wage than designated by statute while purporting to pay the wages designated by statute, in violation of Labor Code section 223. The Employee with therefore pursue the civil penalties established by Labor Code section 225.5 for all such violations of Labor Code section 223, on behalf of the LWDA and against Employers if authorized to file a representative action on behalf of the State of California. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7. *Failure to Timely Pay all Earned Wages and Final Wages due at Time of Separation of Employment in Violation of Labor Code Sections 201, 202, 203*

Labor Code section 201(a) states that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code section 202(a) continues, "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter...." Finally, Labor Code section 203(a) provides, "[i]f an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall

continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days....”

As a result of the aforementioned violations of the Labor Code, Employee alleges that he was not paid his final wages in a timely manner as required by Labor Code section 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee’s separation of employment. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203. Plaintiff believes these failures were willful and intentional. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2) on behalf of LWDA, against Employers if authorized to file a representative action on behalf of the State of California.

CONCLUSION

Our client intends to file a representative action pursuant to PAGA concerning his wage claims as warranted by Employers’ violations of Labor Code sections 201, 202, 203, 204, 223, 226.7, 510, 512, 1194, 1197, 1198, and sections 3, 4, 11 and 12 of the applicable IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client’s claims for civil penalties associated with Employers’ violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,
LAVI & EBRAHIMIAN, LLP

A handwritten signature in black ink, appearing to read "Dan Keller", written over a horizontal line.

Daniel C. Keller, Esq.

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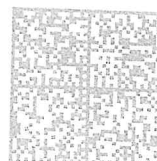
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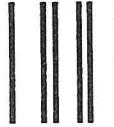
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☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Registered Mail Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

9589 0710 5270 3176 6257 08

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ _____	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$ _____ ☐ Return Receipt (electronic) \$ _____	
DIGITAL REALTY TRUST, INC. Attn.: Legal Department 2323 Bryan Street, Suite 1800 Dallas, TX 75201	
Street and Apt. No., or PO Box No. _____	
City, State, ZIP+4® _____	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY		
- Complete items 1, 2, and 3. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature _____ ☐ Agent ☒ Addressee		
1. Article Addressed to:	B. Received by (Printed Name) _____ C. Date of Delivery _____		
DIGITAL REALTY TRUST, INC. Attn.: Legal Department 2323 Bryan Street, Suite 1800 Dallas, TX 75201	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No		
2. Article Number (Transfer from service label) 9589 0710 5270 3176 6257 08	3. Service Type <table border="0"> <tr> <td> ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Mail Restricted Delivery (\$500) </td> <td> ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery </td> </tr> </table>	☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Mail Restricted Delivery (\$500)	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Mail Restricted Delivery (\$500)	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery		

CERTIFIED MAIL®

LAW OFFICES OF

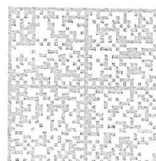
LAVI & BRAHIMIAN, LLP

8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211



9589 0710 5270 3176 6257 08

FIRST-CLASS



US POSTAGE
PITNEY BOWES
ZIP 90211
02 7H
0006127620
\$010.48
JUN 06 2025

DIGITAL REALTY TRUST, INC.

Attn.: Legal Department

2323 Bryan Street, Suite 1800

Dallas, TX 75201

USPS TRACKING #



9590 9402 9516 5069 4761 07

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box*

LAVI & EBRAHIMIAN, LLP

8889 W. Olympic Boulevard

Suite 200

Beverly Hills, CA 90211

JL/NG/OW/DK/DE: PAGA letter: Sanchez, L.V.
DLR, LLC, et al. (PAGA)

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3.
- ☒ Print your name and address on the reverse so that we can return the card to you.
- ☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DIGITAL REALTY TRUST, INC.
Attn.: Legal Department
600 W 7th St
Los Angeles, CA 90017

2. Article Number (Transfer from service label)

9589 0710 5270 3176 6257 15

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

9589 0710 5270 3176 6257 15

U.S. Postal ServiceTM

CERTIFIED MAIL[®] RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

Postmark Here

DIGITAL REALTY TRUST, INC.
Attn.: Legal Department
600 W 7th St
Los Angeles, CA 90017

Street and Apt. No., or P.O. Box No.

City, State, ZIP+4[®]

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

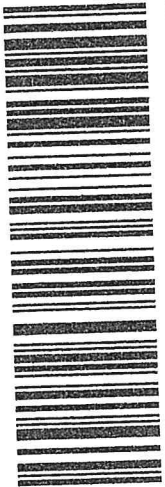
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: DIGITAL REALTY TRUST, INC. Attn.: Legal Department 600 W 7th St Los Angeles, CA 90017	A. Signature ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail[®] ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered MailTM ☐ Registered Mail Restricted Delivery ☒ Signature ConfirmationTM ☐ Signature Confirmation Restricted Delivery Priority Mail Express[®] Signature ConfirmationTM Restricted Delivery

CERTIFIED MAIL®

LAW OFFICES OF

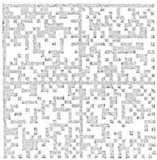
LAVI & BRAHIMIAN, LLP

8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211



9589 0710 5270 3176 6257 15

FIRST-CLASS



ZIP 90211
02 74
0006127620

JUN 06 2025

\$010.48⁰



US POSTAGE™ PITNEY BOWES

DIGITAL REALTY TRUST, INC.

Attn.: Legal Department

600 W 7th St

Los Angeles, CA 90017

USPS TRACKING#



9590 9402 9516 5069 4760 91



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box*

LAVI & EBRAHIMIAN, LLP

8889 W. Olympic Boulevard

Suite 200

Beverly Hills, CA 90211

JL/VG/JL/DK/JE: PAGA letter: Sanchez, L. v.
DLR, LLC, et al. (PAGA)

SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3.
- ☒ Print your name and address on the reverse so that we can return the card to you.
- ☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DLR, LLC
Attn.: Legal Department
2323 Bryan Street, Suite 1800
Dallas, TX 75201

2. Article Number (Transfer from service label)

9589 0710 5270 3176 6257 22

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Registered Mail Restricted Delivery (\$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☒ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

9589 0710 5270 3176 6257 22

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$

Postmark
Here

DLR, LLC
Attn.: Legal Department
2323 Bryan Street, Suite 1800
Dallas, TX 75201

Street and Apt. No., or PO Box No.
City, State, ZIP+4[®]

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
☒ Complete items 1, 2, and 3. ☒ Print your name and address on the reverse so that we can return the card to you. ☒ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
1. Article Addressed to: DLR, LLC Attn.: Legal Department 2323 Bryan Street, Suite 1800 Dallas, TX 75201	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail[®] ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Mail Restricted Delivery (\$500) ☐ Priority Mail Express[®] ☐ Registered MailTM ☐ Registered Mail Restricted Delivery ☒ Signature ConfirmationTM ☐ Signature Confirmation Restricted Delivery
2. Article Number (Transfer from service label) 9589 0710 5270 3176 6257 22	

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

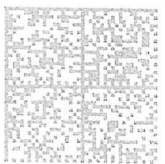
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LAW OFFICES OF
LAVI & BRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211



9589 0710 5270 3176 6257 22

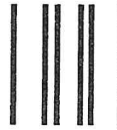
FIRST-CLASS



US POSTAGE  PITNEY BOWES
ZIP 90211 \$010.48⁰⁰
02 7H
0006127620 JUN 06 2025

DLR, LLC
Attn.: Legal Department
2323 Bryan Street, Suite 1800
Dallas, TX 75201

USPS TRACKING #



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 9516 5069 4760 77

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

LAVI & EBRAHIMIAN, LLP

8889 W. Olympic Boulevard

Suite 200

Beverly Hills, CA 90211

JL/VG/JH DK/JE: PACA letter: Sanchez, L. v.
DLR, LLC, et al. (PACA)

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- ☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DLR, LLC
Attn.: Legal Department
600 W 7th St
Los Angeles, CA 90017

2. Article Number (Transfer from service label)

9589 0710 5270 3176 6257 39

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

9589 0710 5270 3176 6257 39

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ _____	Postmark _____
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$ _____ ☐ Return Receipt (electronic) \$ _____ ☐ Certified Mail Restricted Delivery \$ _____	
DLR, LLC Attn.: Legal Department 600 W 7th St Los Angeles, CA 90017	
Street and Apt. No., or PO Box No. _____	
City, State, ZIP+4® _____	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
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1. Article Addressed to: DLR, LLC Attn.: Legal Department 600 W 7th St Los Angeles, CA 90017	B. Received by (Printed Name) _____ C. Date of Delivery _____ D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
2. Article Number (Transfer from service label) 9589 0710 5270 3176 6257 39	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☒ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

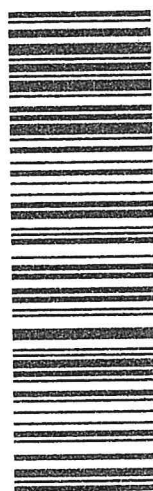
Domestic Return Receipt

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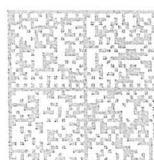
LAVI & BRAHIMIAN, LLP

8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211



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02 7H
0006127620 JUN 06 2025

DLR, LLC

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600 W 7th St
Los Angeles, CA 90017