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September 19, 2025

PAGA NOTICE FILED ELECTRONICALLY

Re: *Notice Letter on Behalf of MELISSA VILLALPANDO, BERTHA MARTINEZ, and Aggrieved Employees Under California Labor section 2699.3*

Employer:
Via U.S. Certified Mail, Return Receipt Requested

Ronmoe, LLC dba SPL Group
4651 E. Brickell Street
Ontario, California 91761
(Certified Tracking #9589071052702569013092)

Ronnie Moyal
Agent for Service of Process for:
Ronmoe, LLC dba SPL Group
4271 Edison Ave.
Chino, California 91710
(Certified Tracking #95890710527025690013108)

HR Outsourcing Associates, LLC
2054 Vista Parkway, Suite 300
West Palm Beach, Florida 33411
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CT Corporation System
Agent for Service of Process for:
HR Outsourcing Associates, LLC
330 North Brand Blvd., Suite 700
Glendale, California 91203
(Certified Tracking #9589071052702569013122)

Next Level Staffing
6040 Atlantic Blvd.
Maywood, California 90270
(Certified Tracking #9589071052702569013139)

Eriberto Preciado
Agent for Service of Process for:
Next Level Staffing
6040 Atlantic Blvd.
Maywood, California 90270
(Certified Tracking #9589071052702569013146)

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 MELISSA VILALPANDO's and BERTHA MARTINEZ'S (collectively as "Employees") employment with Employee's former employers Ronmoe, LLC dba SPL Group, HR Outsourcing Associates, LLC, and Next Level Staffing (collectively as "Employers"). Employee Melissa Villalpando was employed as a non-exempt employee of Employers, at without limitation, 4651 E. Brickell Street, Ontario, California 91761, with duties that included, but were not limited to, various tasks of a warehouse clerk including but not limited to checking in and out drivers and paperwork related to the shipment of loads, from approximately July of 2022 through approximately April of 2025. Employee Bertha Martinez was employed as a non-exempt employee of Employers, at without limitation, 4651 E. Brickell Street, Ontario, California 91761, with duties that included, but were not limited to, various tasks of a receiving clerk including but not limited to keep count of merchandise and preparing labels, receipts, and receiving sheets related to orders, from approximately March of 2022 through approximately March of 2025. Employees seek to represent non-exempt employees of Employers Ronmoe, LLC dba SPL Group, HR Outsourcing Associates, LLC, and Next Level Staffing, as further set forth below, whether hired directly or indirectly. All employees that Employees seek 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.

Employees are informed and believe, and based thereon allege, that Employers had and has a practice or policy of failing to compensate Employees and other Aggrieved Employees with minimum and overtime wages for all minutes worked, at the proper rates of pay. Employees are informed and believe, and based thereon allege, that Employers had and has a policy or practice of requiring Employees 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).

Employers failed to accurately track and/or pay for all minutes actually worked by Employees and Aggrieved Employees. Employers also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Employees and other Aggrieved Employees to complete pre-shift tasks before clocking in, to work through rest periods, and to clock out for meal periods and continue working.

Moreover, upon information and belief, Employers detrimentally rounded, edited and/or manipulated time entries so the hours recorded were less than the hours actually worked.

Given Employees personally suffered these violations of the overtime laws, Employees also seeks to represent Aggrieved Employees in connection with other violations of the minimum wage and overtime laws, including potential violations for failing to incorporate non-discretionary bonuses into the regular rate for purposes of calculating overtime pay. These practices were all to the detriment of Employees and other Aggrieved Employees. As such, Employees are informed and believe, and based thereon allege, that Employers 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. Thus, Employees and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1771, 1194, 1194.2, and 1198 to compensate them for work each day for each Aggrieved Employee in the PAGA Period. Employees are further informed and believe, and based thereon allege, that Employers' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Employers would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Moreover, Employees are informed and believe, and based thereon allege, that Employers further 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 Employees and other Aggrieved Employees to damages, including, without limitation, unpaid overtime wages each day worked by each Aggrieved Employee during the PAGA Period. Employees are further informed and believe, and based thereon allege, that Employers' conduct above gave rise to such violations and was malicious, fraudulent, and/or oppressive. Employers would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon alleges, that Employers had and has a policy or practice of compelling Employees and other Aggrieved Employees during the PAGA Period to work every day 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. By way of example, Employers regularly denied Employees and Aggrieved Employees lawful meal periods 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 interruptions and requests to get back to work due to work demands. Given Employees personally suffered these violations of the meal period laws, Employees also seek 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, Employees are informed and believe, and based thereon allege, that Employers 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 his or her regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employees are informed and believe that those premium payments under Labor Code section 226.7 were not made for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employers would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 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). Employees are further informed and believe, and based thereon allege, that Employers' conduct above gave rise to such violations and was malicious, fraudulent, and/or oppressive. Thus, Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon allege, that Employers maintain policies or practices of compelling Employees and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Employees and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the Aggrieved 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, working during rest periods and requests to return to work earlier due to work demands. Given Employees personally suffered these violations of the rest period laws, Employees also seek to represent Aggrieved Employees in connection with other violations of the rest period laws, including potential violations for unprovided rest periods, short rest periods, interrupted rest periods, rest periods where Aggrieved Employees are required to clock-out, rest periods for which Aggrieved Employees were not relieved of all duties, and rest periods for which Aggrieved Employees were not permitted to leave the premises, if any of these should be found. Employees are informed and believes, and based thereon alleges, that Employers violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employees are informed and believe that those premium payments under Labor Code section 226.7 were not made for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Employers would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 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). Employees are further informed and believe, and based thereon alleges, that Employers' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

In addition to the above, Employees are informed and believe, and based thereon alleges that Employers failed and continues 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 Employees and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employers also failed to provide these documents to Employees and other Aggrieved Employees upon request on June 3, 2025 and June 4, 2025 in violation of these Labor Code sections. Employees and the Aggrieved Employees personally suffered these violations, which in turn entitles Employees and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employers would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Employees are further informed and believe, and based thereon alleges, that Employers' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Both independently and as a result of, among other things, Employers' herein-described policies or practices, Employers also intentionally failed and continue 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; and 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, Employees are informed and believe, and based thereon allege, that Employers violated Labor Code sections 226 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employees 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, Employees are informed and believe that those penalties under Labor Code section 226 were not paid for these violations of Labor Code sections 226. Employers would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699. Employees are further informed and believe, and based thereon allege, that Employers' conduct above gave rise to such violations and was malicious, fraudulent, and/or oppressive. Thus, Employers would also be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon allege, that Employers, both independently and for the reasons stated above, also willfully and/or intentionally failed and refused, and continues to fail and refuse, to timely pay compensation to Employees and other terminated or resigned Aggrieved 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) which Employees state under information and belief because Employers failed to provide all requested records under Labor Code section 226; and all premium pay owed. Consequently, Employees are informed and believe, and based thereon allege, that Employers violated Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Employees 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. Employees are further informed and believe, and based thereon allege, that Employers' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Employers would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Because Employers <u>refused to provide all documents in Employee's personnel file</u> **<u>June 3, 2025 and June 4, 2025,</u>** Employees are unable to provide specifics regarding the exact documents, and language therein, that Employees were required to sign. Nevertheless, Employees recall, and thus, Employees are informed and believe, and based thereon allege, that Employers required or require the execution of a release of claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, including, without limitation, as a condition of being paid, to execute a statement of the hours worked during a pay period in which Employers knew to be false. As such, Employees are informed and believe and based thereon allege that Employers violated Labor Code sections 206.5 and 1198, and that Employees and other Aggrieved Employees have personally suffered these violations. Employees are further informed and believe, and based thereon allege, that Employers' conduct above that gave rise to such violations was malicious, fraudulent, and/or oppressive. Thus, Employers would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Because Employers refused to provide Employee's personnel file on **June 3, 2025 and June 4, 2025**, Employees are unable to provide specifics regarding the exact documents, and language therein, that Employees were required to sign. Nevertheless, Employees recall, and thus Employees are further informed and believe, and based thereon alleges that Employers failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employees 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 Employers under Labor Code section 2810.5. Employees are informed and believe that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employees are additionally informed and believe that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Employees are informed and believe that Employers violated Labor Code sections 1198 and 2810.5. Employees are further informed and believe, and based thereon allege, that Employers' conduct above gave rise to such violations and was malicious, fraudulent, and/or oppressive. Among other relief, Aggrieved Employees may collect from Employers in connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon allege that Employers also failed and refused, and continues to fail and refuse, to reimburse Employees and other Aggrieved Employees, with their costs incurred for use of personal cellular phone for work purposes, as required by Labor Code sections 2800 and 2802, and other statutory and common law offenses. As a result, Employees and other Aggrieved Employees have personally suffered these violations and Employers are liable to reimburse Employees and other Aggrieved Employees for the costs incurred in furtherance of work duties. Employees are further informed and believe, and based thereon allege, that Employers' conduct above gave rise to such violations and was malicious, fraudulent, and/or oppressive. In addition, Employers would be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are further informed and believe, and based thereon allege, that Employers has or had a policy or practice of failing to provide Employees 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. Employees are further informed and believe 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. Employees are further informed and believe that Employers also did not permit its use upon request by Employees 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. Employees are additionally informed and believe that the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Employees are thus informed and believe that Employers violated these Labor Code sections, as well as Labor Code section 1198. As such, Employees and other Aggrieved Employees have personally suffered violations under these sections and Employers would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Employees are further informed and believe, and based thereon allege, that Employers' conduct above gave rise to such violations and was malicious, fraudulent, and/or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon alleges that Employers had and has a policy or practice of failing to pay Aggrieved Employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employees are informed and believe and based thereon allege that Employers did not and do not pay Employees 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, Employees are informed and believe, and based thereon allege that Employers violated Labor Code section 204 and that Employees and other Aggrieved Employees have personally suffered these violations. Employees are further informed and believe, and based thereon allege, that Employers' conduct above gave rise to such violations and was malicious, fraudulent, and/or oppressive. Thus, Employers would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon alleges that Employers had and has a policy of failing to provide all temporary workers, including without limitation, Employees, with owed wages weekly by not later than the regular payday of the following week. Employees are informed and believe that this has resulted in a violation of Labor Code sections 201.3 and 1198. As a result, pursuant to Labor Code section 201.3, Employees and other Aggrieved Employees have personally suffered violations thereto and Employers would be liable for civil penalties pursuant to Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege, that Employers' conduct above gave rise to such violations and was malicious, fraudulent, and/or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon allege, that Employers knew or should have known it imposed systematic quota and production demands on Employees and other Aggrieved Employees which violated the rights of Employees and Aggrieved Employees under Labor Code sections 2100, *et seq*. Specifically, Employees are informed and believe, and based thereon allege, that Employers had a duty to ensure its production demands/quotas did not prevent Employees 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. Employers are a "covered employer" and its warehouse employees are "covered employees." Employers implements quotas as defined in Labor Code section 2100, subdivision (h) and subjects Employees and Aggrieved Employees to adverse employment actions as defined in Labor Code section 2102. Furthermore, Employers willfully, knowingly and intentionally established quotas that harmed Employees and Aggrieved Employees all to increase Employers' profits without concern for employee safety. Employers, in fact, tracked meals, rest, and recovery periods, that were not provided and did nothing to change its policies and practices. Employers also restricted and monitored the use of bathroom facilities and charged the time Employees and Aggrieved Employees used the bathroom against their quota. In other words, Employees 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. Employers maintained a point system designed to prevent Employees and Aggrieved Employees from complying with California law as alleged in this Notice and systematically used to punish Employees and Aggrieved Employees. Furthermore, Employers prevented compliance with California's meal and rest break laws and failed to consider meal and rest breaks as productive time when Employees and Aggrieved Employees were required to remain on call in violation of Labor Code section 2103, subdivision (b). Employees and Aggrieved Employees were not permitted to take compliant meal breaks, rest breaks, and/or rest and recovery periods when requested, due to Employers' unlawful policy and practice to favor production goals over the rights of Employees and Aggrieved Employees. Consequently, Employees 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 Employers' policies prevented Aggrieved Employees from taking these meal, rest and/or recovery periods as required by California law. Furthermore, Employers did not provide to Employees and Aggrieved Employees a written description of each quota that was applicable to Employees 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 Employers to Employees and Aggrieved Employees, including when hired, commencing on January 1, 2022 to the present. Additionally, Employers changed the "quota" regularly without notice, as often as per pay period. Employers 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. Employers failed to produce Employees' written quota disclosure upon written request pursuant to Labor Code sections 2100 through 2112, and failed to provide written disclosures to Employees and Aggrieved Employees, including new hires, since January 1, 2022, as well as to current employees each time the quota changed. Employers had and has a policy and practice of taking adverse employment action against Employees and Aggrieved Employees for failing to meet a quota that does not allow Employees 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 Employees and Aggrieved Employees pursuant to Labor Code section 2101. Employers thus violated Labor Code sections 2100 through 2112. Employees and the Aggrieved Employees personally suffered these violations, which in turn would entitle Employees and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employers would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Employees further informed and believe, and based thereon allege, that Employers' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive, particularly given, among other reasons, Employers has been sued for these violations in the past. Thus, Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employers previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employers is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employers is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employers is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employers is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employees or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employers is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employers is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employers are still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

If within five (5) years of any of violations described above, the LWDA or a court has issued a finding or determination to the Employers that its policy or practice giving rise to such violations was unlawful, Employers would be further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). To the extent Employers was found to have unlawfully committed some or all of the above-related Labor Code violations, Employers 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 Employers' conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employers thus are subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employers' receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employees may immediately thereafter file a civil complaint against Employers to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Molly Ann DeSario

Molly Ann DeSario