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September 8, 2025

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY
450 Jane Stanford Way Building 10
Stanford, CA 94305

Re: *Sharma v. The Board of Trustees of the Leland Stanford Junior University et al*

Dear Board of Trustees:

This office represents Arpita Sharma. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE

This is an employer-employee related dispute. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its non-exempt California employees ("Aggrieved Employees"). Plaintiff and other Aggrieved Employees are seeking relief for Defendants' violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendants as a result of their unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff and other Aggrieved Employees to recover wages from Defendants due to Defendants' failure to provide meal/rest breaks (or pay the statutory compensation due), to reimburse for required business expenses, waiting time penalties and unfair competition.

Defendants have violated the law. These violations are set forth in Section II below. Plaintiff and other Aggrieved Employees seeks compensatory, statutory, declaratory and injunctive relief to compensate them for wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against The Board of Trustees of the Leland Stanford Junior University. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §226.7; IWC Wage Order No. 4)

Defendants intentionally and improperly failed to afford Plaintiff and other Aggrieved Employees unrestricted meal periods. Plaintiff and other Aggrieved Employees did not receive premium pay for your failure to afford compliant meal periods.

By virtue of Defendants' unlawful failure to provide compliant meal periods to the Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other Aggrieved Employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

B. FAILURE TO PROVIDE REST PERIODS

(Cal. Labor Code § 226.7; IWC Wage Order No. 4)

Defendants failed to provide unrestricted rest periods as required by Labor Code § 226.7 and Wage Order No. 8.

By virtue of Defendants' unlawful failure to provide compliant rest periods to the Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other Aggrieved Employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

C. WAITING TIME PENALTIES

(Cal. Labor Code §203)

Defendants violated Labor Code Section 203 by willfully failing to pay Plaintiff all wages due immediately upon her termination on September 9, 2024 . At termination, Defendant owed unpaid wages including meal period premiums, rest period premiums, and unreimbursed business expenses. This willful failure triggers waiting time penalties equal to Plaintiff's daily wages for each day payment was delayed, up to thirty days.

D. UNFAIR COMPETITION

(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendants, through the unfair and unlawful business practices as described herein, have obtained valuable property, money and services from the Plaintiff and other Aggrieved Employees and have deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and other Aggrieved Employees. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff and other Aggrieved Employees are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendants have acquired, or of which Plaintiff and other Aggrieved Employees have been deprived by means of the above-described unfair and unlawful business practices.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles'.

Kevin A. Lipeles, Esq.