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October 28, 2025

VIA ONLINE FILING PORTAL

California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL (RETURN RECEIPT)

Rapid Action LLC dba RapidStaff
221 W College Ave, 2nd Floor
Appleton, WI 54911

Rapid Action LLC dba RapidStaff
c/o CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Ste. 150N
Sacramento, CA 95833-3505

TotalMed LLC
221 W College Ave, 2nd Floor
Appleton, WI 54911

TotalMed LLC
c/o CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Ste. 150N
Sacramento, CA 95833-3505

Re: Akimasia Walker's and Megan Williams' Wage and Hour Claims Against Rapid Action LLC and TotalMed LLC

Dear California Labor and Workforce Development Agency, Rapid Action LLC, and TotalMed LLC:

Please be advised that Akimasia Walker and Megan Williams ("Claimants") have retained our firm to represent them for various claims against Rapid Action LLC dba RapidStaff and TotalMed LLC (collectively, the "Companies").

This letter shall serve as Claimants' written notice to the California Labor and Workforce Development Agency ("LWDA") and to the Companies of the alleged violations of the California Labor Code ("Labor Code") and applicable Industrial Welfare

Commission ("IWC") Wage Orders that Claimants claim the Companies, individually and/or collectively, committed against them and other non-exempt employees of the Companies, individually and/or collectively, who were assigned to work for their clients engaged in a labor dispute inside California during the relevant period ("Aggrieved Employees"). Claimants provide this written notice, which includes the facts and theories to support the violations alleged herein, in accordance with the Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699.3.

Claimants intend to file a civil action against the Companies, individually and/or collectively, to enforce their rights under the Labor Code and to seek civil penalties and injunctive relief pursuant to the PAGA for the alleged violations. Pursuant to Labor Code section 2699(a), and by way of this notice, Claimants intend to represent themselves and all Aggrieved Employees on behalf of the State of California.

BACKGROUND

TotalMed LLC is a Delaware limited liability company with its principal place of business in Appleton, Wisconsin. TotalMed LLC is the parent company of Rapid Action LLC. Rapid Action LLC is an Illinois limited liability company that does business as RapidStaff. The Companies operate as healthcare staffing agencies providing travel nurses, including for short-term strike assignments at healthcare facilities in California.

Claimant Akimasia Walker resides in Georgia and was employed by the Companies in or around October 2025 as a non-exempt, hourly-paid Registered Nurse to provide relief at Kaiser Permanente facilities in California experiencing a strike. As a Registered Nurse on a strike assignment, Claimant Walker was responsible for providing patient care during 12-hour shifts at assigned facilities. Claimant Walker travels for short-term strike assignments to California approximately three to four times per year for the Companies. She has worked for the Companies on and off for the past couple of years. At all relevant times, Claimant Walker was classified as a non-exempt employee and earned an hourly wage. Claimant Walker was scheduled to work 12-hour shifts. Claimant Walker no longer works for the Companies.

Claimant Megan Williams resides in Tennessee and was employed by the Companies in or around October 2025 as a non-exempt, hourly-paid Registered Nurse to provide relief at Kaiser Permanente facilities in California experiencing a strike. As a Registered Nurse on strike assignment, Claimant Williams was responsible for providing patient care during 12-hour shifts at assigned facilities. At all relevant times, Claimant Williams was classified as a non-exempt employee and earned an hourly wage. Claimant Walker was scheduled to work eight to 12-hour shifts. Claimant Williams no longer works for the Companies.

At all relevant times, the Companies, individually and/or collectively, have employed other Aggrieved Employees in the State of California. Other Aggrieved Employees were classified by the Companies, individually and/or collectively, as non-exempt and earned an hourly wage.

At all relevant times, the policies and practices applicable to Claimants were also applicable to other Aggrieved Employees, unless otherwise stated.

Claimants allege that the Companies, individually and/or collectively, denied them and other Aggrieved Employees the specific rights afforded to them under the Labor Code and the applicable IWC

Wage Order. Specifically, the Companies, individually and/or collectively, failed to pay contractual wages; failed to timely pay all minimum and regular wages during employment; failed to timely pay all overtime and/or double time wages during employment; failed to timely pay all overtime and/or double time wages at the appropriate regular rate of pay during employment; failed to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment; failed to timely pay all meal period premium wages at the appropriate regular rate of pay during employment; failed to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment; failed to timely pay all rest period premium wages at the appropriate regular rate of pay during employment; failed to timely pay all wages due and owing at the time of separation of employment and/or the required waiting time penalties; failed to furnish accurate itemized wage statements; failed to maintain accurate employment records; and failed to reimburse for necessary business expenses.

RESERVATION OF RIGHTS

All facts, allegations, and/or legal theories contained within this written notice are asserted on behalf of Claimants, all other Aggrieved Employees, and the State of California. The facts, allegations, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimants' investigation is ongoing, Claimants reserve their right to assert any and all related facts, allegations, and/or theories of liability discovered after the sending of this written notice on behalf of themselves, all other Aggrieved Employees, and the State of California against the Companies and/or other persons that may be discovered after the sending of this written notice. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Companies, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Companies, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Companies. Claimants reserve the right to revise these facts and/or add any new allegations, or legal theories, by amending this written notice and/or by adding facts, allegations, and/or legal theories to the subsequent civil complaint.

VIOLATIONS OF THE LABOR CODE AND APPLICABLE IWC WAGE ORDERS

FAILURE TO PAY CONTRACTUAL WAGES DURING EMPLOYMENT

(Labor Code §§ 223 and 225.5)

The Companies have a common practice of failing to timely pay Aggrieved Employees all contractual wages during employment. The Companies made contractual promises with Claimants and the Aggrieved Employees to pay them daily for work performed. Claimants and Aggrieved Employees performed work for the Companies. Although Claimants and Aggrieved Employees performed work for the companies as promised, the Companies failed to pay Claimants and Aggrieved Employees daily as promised in the contract.

The Companies made contractual promises with Aggrieved Employees to pay Claimants and other Aggrieved Employees non-discretionary bonuses, including, but not limited to, early arrival incentives, inconvenience bonuses, and guarantee pay. Claimant and other Aggrieved Employees performed all of the required terms and conditions, except those from which they were excused from performing. Despite performing the required terms and conditions, the Companies did not pay Claimants and other Aggrieved Employees the earned non-discretionary bonuses.

Claimants intend to pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and applicable IWC Wage Order on behalf of themselves, all other Aggrieved Employees, and the State of California.

FAILURE TO TIMELY PAY ALL MINIMUM AND REGULAR WAGES DURING EMPLOYMENT

(Labor Code §§ 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the Applicable IWC Wage Order)

The Companies have a common practice of failing to timely pay all minimum and/or regular wages at least twice per calendar month on the dates designated in advance by the Companies during employment. The Companies have a practice of requiring Aggrieved Employees to perform various work tasks for which they are not compensated or for which compensation is delayed in violation of minimum wage requirements.

Specifically, the Companies, from time to time, did not pay, Aggrieved Employees including Claimants for all hours worked, including, but not limited to, time spent on models, onsite induction and orientation, and work performed at their assigned facilities. Also, the Companies, from time to time, failed to pay some Aggrieved Employees, including Claimants, for their work-required commute time and associated wait time, including, but not limited to, commuting between cities, between hotels, between worksites, and between worksites and hotels, which the affected Aggrieved Employees were directed to do by the Companies. For instance, Claimant Walker was assigned to a hotel that was nearly 40 minutes away from her assigned healthcare facility, but she was not compensated for her travel time between the hotel and the worksite. Further, from time to time, Claimants and other Aggrieved Employees had to wait in line to get inside of the healthcare facility. However, the Companies, from time to time, did not compensate Claimants and other Aggrieved Employees for the time they spent waiting to enter the healthcare facility. Moreover, the Companies implemented a faulty timekeeping system that, from time to time, resulted in work hours not being recorded or properly paid.

Claimants intend to pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and applicable IWC Wage Order on behalf of themselves, all other Aggrieved Employees, and the State of California.

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FAILURE TO TIMELY PAY ALL OVERTIME AND/OR DOUBLE TIME WAGES DURING EMPLOYMENT

(Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the Applicable IWC Wage Orders)

The Companies have common practice of failing to timely pay all overtime and/or double time wages no later than the pay day for the next regular payroll period during employment. As discussed above, the Companies' practice of failing to compensate Aggrieved Employees, from time to time, for all time worked, including, but not limited to, time spent waiting for transportation, traveling to and from worksites, and waiting to enter facilities, sometimes resulted in Aggrieved Employees working hours in excess of eight hours in a workday and/or forty hours in a workweek without being compensated for those hours.

The Companies have a common practice of failing to properly incorporate the non-discretionary bonuses (whether paid or not) and guarantee pay into the calculation of the regular rate of pay for purposes of paying overtime and/or double time. When Claimant and Aggrieved Employees were paid overtime and/or double time wages for time worked in excess of eight hours in a workday and/or 40 hours in a workweek, the Companies, from time to time, paid them at the incorrect rate of pay because they failed to incorporate the non-discretionary pay and guarantee pay into the regular rate of pay. The Companies, from time to time, artificially lowered the overtime and/or double time rate by excluding certain components from the regular rate calculation.

Claimants intend to pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and applicable IWC Wage Order on behalf of themselves, all other Aggrieved Employees, and the State of California.

FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS AND/OR TIMELY PAY PREMIUM WAGES FOR NON-COMPLIANT MEAL PERIODS

(Labor Code §§ 204, 210, 226.7, 512, 558, 1198, and the "Meal Periods" section of the Applicable IWC Wage Order)

The Companies have a common practice of failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment. Specifically, the Companies, from time to time, failed to provide Aggrieved Employees with the opportunity to take uninterrupted, off-duty meal periods of at least 30 minutes before the start of their sixth hour of work, or a second off-duty 30 minute meal period when they work in excess of 10 hours.

The Companies also have a common practice of not paying premium wages for non-compliant meal periods, such as those that were late, short, missed, or interrupted. The Companies, from time to time, did not pay Aggrieved Employees the required one hour of premium wages at their regular rate of pay for each workday that a compliant meal period was not provided. To the extent the Companies, from time to time, paid premium wages for non-compliant meal periods, the Companies paid the Aggrieved Employees at their base rate of pay, rather than their regular rate of compensation. As discussed above, the Companies failed to include all remuneration in the regular rate of pay when calculating meal period premiums. As a result, Claimant and other Aggrieved Employees were not paid premium wages at the appropriate rate of compensation for non-compliant meal periods.

Claimants intend to pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and applicable IWC Wage Order on behalf of themselves, all other Aggrieved Employees, and the State of California.

FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS AND/OR TIMELY PAY PREMIUM WAGES FOR NON-COMPLIANT REST PERIODS
(Labor Code §§ 204, 210, 226.7, 1198, and the "Rest Periods" section of the Applicable IWC Wage Order)

The Companies have a common practice of failing to authorize and permit legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment. The Companies, from time to time, failed to authorize and permit Claimant and other Aggrieved Employees to take legally compliant rest periods for every four hours worked or major fraction thereof.

The Companies also have a common practice of not paying premium wages for non-compliant rest periods, such as those that were missed or interrupted. The Companies, from time to time, did not pay Aggrieved Employees the required one hour of premium wages at their regular rate of pay for each workday that a compliant rest period was not provided. To the extent the Companies, from time to time, paid premium wages for non-compliant rest periods, the Companies paid the Aggrieved Employees at their base rate of pay, rather than their regular rate of compensation. As discussed above, the Companies failed to include all remuneration in the regular rate of pay when calculating rest period premiums. As a result, Claimant and other Aggrieved Employees were not paid premium wages at the appropriate rate of compensation for non-compliant rest periods.

Claimants intend to pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and applicable IWC Wage Order on behalf of themselves, all other Aggrieved Employees, and the State of California.

FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES
(Labor Code §§ 200, 201, 202, and 203)

The Companies have a common practice of failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties. The Companies, from time to time, failed to pay Claimants and other Aggrieved Employees for all time worked, all overtime and/or double time at the appropriate rate of pay, all premium wages for non-compliant meal and rest periods at the appropriate rate of pay, all guarantee pay, and all non-discretionary bonuses upon separation of employment. Aggrieved Employees have yet to be paid, and they have not received any waiting time penalties for the late payment of their wages.

The Companies knew or should have known that Claimants and other Aggrieved Employees were not paid for all wages due and owing upon separation of employment. Claimants intend to pursue all available remedies against the Companies, individually and/or collectively for their violations of the Labor Code on behalf of themselves, all other Aggrieved Employees, and the State of California.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(Labor Code § 226 and the "Records" section of the Applicable IWC Wage Order)

The Companies have a common practice of failing to furnish accurate itemized wage statements. As a direct result of the previously mentioned violations, the Companies, from time to time, failed to furnish Aggrieved Employees with accurate itemized wage statements that comply with the requirements of the Labor Code. The wage statements issued by the Companies did not correctly reflect their gross wages earned, total hours worked, all deductions, all applicable hourly rates in effect during the pay period, and the corresponding number of total hours worked, as well as the premium wages earned.

Specifically, the wage statements failed to show: (1) the correct total hours worked, due to the failure to record off-the-clock time spent waiting for transportation, traveling to worksites, and waiting to enter facilities; (2) the correct gross and net wages earned, as the Companies failed to compensate Aggrieved Employees for all time worked and failed to timely pay wages as promised; (3) all applicable hourly rates in effect, including, but not limited to, the correct regular rate of pay for overtime and premium pay calculations, as the Companies, from time to time, failed to include non-discretionary bonuses and guaranteed pay in the regular rate of pay when calculating overtime, meal period premiums, and rest period premiums; and (4) premium wages owed for missed meal and rest periods.

These inaccuracies and omissions prevented Aggrieved Employees from promptly and easily determining from the wage statement alone the basis for their compensation. Claimants intend to pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and applicable IWC Wage Order on behalf of themselves, all other Aggrieved Employees, and the State of California.

FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS
(Labor Code §§ 1174, 1174.5, and the "Records" section of the Applicable IWC Wage Order)

The Companies have a common practice of failing to maintain accurate employment records. As set forth above, the Companies violated their recordkeeping requirements by failing to accurately record the hours actually worked including, but not limited to, the Companies' failure to record the proper beginning and end of each work period, the meal periods, the total hours actually worked during the pay period, the applicable and proper rates of pay among other things. The Companies' faulty timekeeping systems resulted in time entries not being properly documented and paid. The Companies failed to accurately record all off-the-clock work, including time spent waiting for transportation, traveling to worksites, and waiting to enter facilities, among other things. The Companies, from time to time, also failed to properly calculate the regular rate of pay for purposes of paying overtime and premium wages because they failed to include non-discretionary bonuses and guarantee pay in the calculation.

Claimants intend to pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and applicable IWC Wage Order on behalf of themselves, all other Aggrieved Employees, and the State of California.

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES
(Labor Code § 2802)

The Companies have a common practice of failing to reimburse for necessary expenses incurred in connection with employment. The Companies require Claimants and other Aggrieved Employees to use their personal cell phones for work-related purposes, including work-related communications with management, timekeeping through mobile applications, and other tasks essential to their job duties. Despite requiring Aggrieved Employees to use their personal devices for work purposes, the Companies failed to sufficiently reimburse Aggrieved Employees for use of their personal cell phones, including the cost of the device itself and the data plan, for work-related purposes.

Claimants intend to pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code on behalf of themselves, all other Aggrieved Employees, and the State of California.

CIVIL PENALTIES AND INJUNCTIVE RELIEF FOR VIOLATIONS OF THE LABOR CODE AND THE APPLICABLE IWC WAGE ORDER
(Labor Code §§ 210, 225.5, 558(a), 1174.5, 1197.1, 2699(f)(2), 2699(f)(2)(A), and 2699(k)(1))

Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of $100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation $200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

Labor Code section 225.5 subjects any person who unlawfully withholds wages in violation of Labor Code sections 212, 216, 221, 222, or 223 shall be subject to: a civil penalty of $100 for each failure to pay each employee; a civil penalty of $200 for each subsequent violation, or any willful or intentional violation, plus 25% of the amount unlawfully withheld.

Labor Code section 558(a) subjects an employer or any person acting on behalf of an employer who violates, or causes to be violated Labor Code sections 500-558, or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty of $50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and $100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

For violations of Labor Code section 1174 subdivisions (c) and (d), Labor Code section 1174.5 imposes a civil penalty of $500 for any willful violation.

Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to sections 203 as follows:

> (1) For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code section 2699(f)(2) imposes a civil penalty of $100 per pay period, per employee, except for violations of Labor Code section 226(a), and $200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226, if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil penalty is $25 per pay period per employee if the employee could promptly and easily determine the information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty is $25 for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer. The civil penalty is $50 for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded injunctive relief in a civil action.

As set forth above, the Companies violated the Labor Code and the applicable IWC Wage Order by failing to pay contractual wages; failing to timely pay all minimum and regular wages during employment; failing to timely pay all overtime and/or double time wages during employment; failing to timely pay all overtime and/or double time wages at the appropriate regular rate of pay during employment; failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment; failing to timely pay all meal period premium wages at the appropriate regular rate of pay during employment; failing to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment; failing to timely pay all rest period premium wages at the appropriate regular rate of pay during employment; failing to timely pay all wages due and owing at the time of separation of employment and/or the required waiting time penalties; failing to furnish accurate itemized wage statements; failing to maintain accurate employment records; and failing to reimburse for necessary business expenses. As a result, the Companies, individually and/or collectively, are liable for civil penalties under the PAGA. The Companies, individually and/or collectively, must also be enjoined from engaging in the violations of law described herein. Claimants intend to pursue all available remedies including, but not limited to, those stated herein for the Companies', individual and/or collective, violations of the Labor Code and applicable IWC Wage Order on behalf of themselves, all other Aggrieved Employees, and the State of California.

ATTORNEYS' FEES AND COSTS FOR VIOLATIONS OF THE LABOR CODE AND THE APPLICABLE IWC WAGE ORDER

(Labor Code §§ 218.5, 226(e)(1), 1194, 2802, and 2699(k)(1))

Labor Code sections 218.5, 226(e)(1), 1194, 2802, and 2699(k)(1) among others, give employees, such as Claimants, the right to recover in a civil action reasonable attorneys' fees and costs.

Under Labor Code section 2699(k)(1), aggrieved employees, such as Claimants, are entitled to an award of reasonable attorneys' fees and costs. Moreover, pursuant to Labor Code section 2699(m), any civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the LWDA and 35% to the aggrieved employees.

Accordingly, the Companies, individually and/or collectively, are liable for attorneys' fees and costs. Claimants have already incurred actual damages, costs, and attorneys' fees, and they will continue to incur such costs as a result of the Companies' unlawful actions. Claimants will pursue all available remedies against the Companies, individually and/or collectively, including those provided under the PAGA, on behalf of themselves, all other Aggrieved Employees, and the State of California to the extent permitted by California law for the violations of the Labor Code and the applicable IWC Wage Order described herein and those that may be later discovered.

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CONCLUSION

Based on the foregoing, the Companies, individually and/or collectively, have violated, and will continue to violate, the Labor Code and the applicable IWC Wage Order, thereby depriving Claimants and other Aggrieved Employees of the rights and protections afforded to them. By submitting this written notice, Claimants have satisfied the prerequisites of the PAGA to serve as representatives of all Aggrieved Employees, the general public, and the State of California. Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimants may elect to initiate and/or amend a civil action, on behalf of themselves, all other Aggrieved Employees, and the State of California, as permitted by the PAGA.

Sincerely,

Monique R. Rodriguez

Monique R. Rodriguez