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February 20, 2026

## NOTICE OF LABOR CODE VIOLATIONS
## CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

**VIA CERTIFIED U.S. MAIL**
***- Electronic Return Receipt -***

**HeyTutor Inc.**
21700 Oxnard Street Suite 1540
Woodland Hills, CA 91367

***- PAGA Notice & Filing Fee -***
Submitted electronically to the Labor and Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **Ester Gamache** ("Plaintiff(s)") and all other "covered employees" of the following "Defendant(s)":

**HEYTUTOR INC.**

Defendants shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency ("LWDA") does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act ("PAGA"). "PAGA allows an 'aggrieved employee'—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer." *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

## - BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of In-Person Tutor from about September 2024 to October 2025. During their employment Plaintiff and the other covered (i.e., aggrieved) employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

> All current and former non-exempt employees, including those misclassified as non-exempt, and exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "<u>covered employees</u>" and the "<u>PAGA Period</u>"). As defined, these covered current and former employees are "aggrieved employees" under PAGA.

Plaintiff reserves the right to expand or narrow the definition of the "covered employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

## - PAGA CLAIMS -

### <u>Unpaid Hours Worked/Minimum Wage</u>
### Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the "Hours and Days of Work" and "Minimum Wages" sections of the applicable IWC Wage Orders with respect to the covered employees.

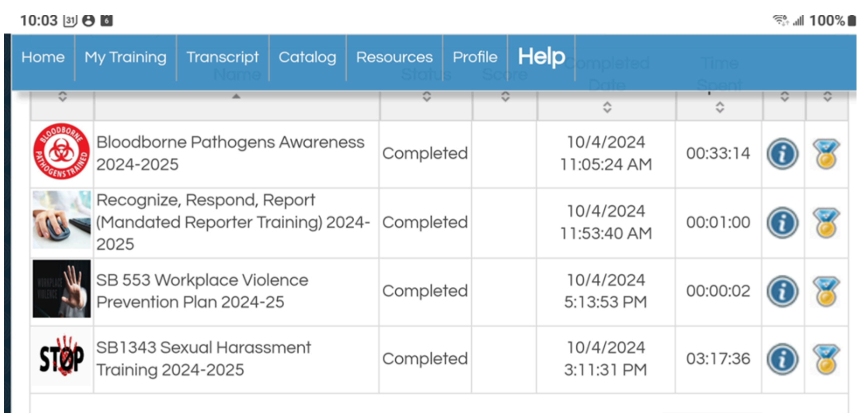
<u>Labor Code section 1194</u> renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. <u>Labor Code section 1197</u> further mandates

that "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The "Minimum Wages" sections of the applicable IWC Wage Order provide that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise." The foregoing California wage laws require payment of "not less than the applicable minimum wage *for all hours worked* in the payroll period" and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.3d 314, 324.

Defendants failed to pay Plaintiff and the covered employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages.

First, Defendants failed to pay Plaintiff and the covered employees for all hours worked. Specifically, Defendants failed to pay Plaintiff and the covered employees for training hours completed. For example, Plaintiff completed in-person onboarding training at a location named Sweetwater for the year 2024-2025, which lasted approximately two hours, and did not get compensated for it.

In addition, on October 4, 2024, Plaintiff completed four and a half hours of training, but on Plaintiff's timecard it shows Plaintiff only worked three and a half hours, resulting in one unpaid hour of work.




| | Name | Status | Score | Date | Time Spent | | |
|---|---|---|---|---|---|---|---|
| | Bloodborne Pathogens Awareness 2024-2025 | Completed | | 10/4/2024 11:05:24 AM | 00:33:14 | | |
| | Recognize, Respond, Report (Mandated Reporter Training) 2024-2025 | Completed | | 10/4/2024 11:53:40 AM | 00:01:00 | | |
| | SB 553 Workplace Violence Prevention Plan 2024-25 | Completed | | 10/4/2024 5:13:53 PM | 00:00:02 | | |
| | SB1343 Sexual Harassment Training 2024-2025 | Completed | | 10/4/2024 3:11:31 PM | 03:17:36 | | |

**Excerpt from Plaintiff's completed training from 2024-2025**

EARNING BY JOB

BASE PAY

| SCHOOL SITE | RATE | HOURS | AMOUNT |
|---|---|---|---|
| Sweetwater UHSD | $26.00 | 1.47 | $38.22 |
| Southwest MS - Sweetwater Tutor | $26.00 | 12.72 | $330.72 |
| | $26.00 | 14.19 | $368.94 |

**Excerpt from Plaintiff's September 30, 2025 - October 13, 2024 Paystub**

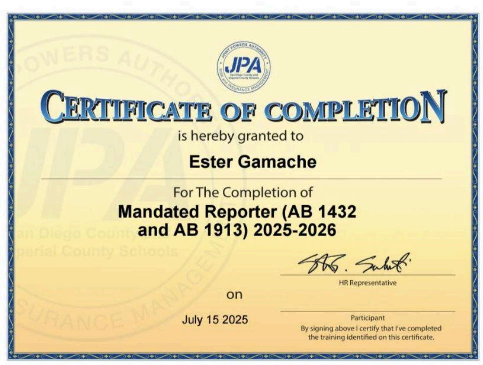
| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 15728 | Ester Gamache | 2024-11-13 | 08:57 AM | 03:45 PM | 6.3 | true | true | | Sweetwater Union High School District |
| 15728 | Ester Gamache | 2024-11-14 | 08:55 AM | 03:45 PM | 6.33 | true | true | | Sweetwater Union High School District |
| 15728 | Ester Gamache | 2024-10-01 | 07:00 AM | 09:50 AM | 2.83 | true | true | | Sweetwater Union High School District Training |
| 15728 | Ester Gamache | 2024-10-02 | 07:00 AM | 08:45 AM | 1.75 | true | true | | Sweetwater Union High School District Training |
| 15728 | Ester Gamache | 2024-10-04 | 07:00 AM | 10:30 AM | 3.5 | true | true | | Sweetwater Union High School District Training |
| 15728 | Ester Gamache | 2024-11-18 | 08:55 AM | 03:45 PM | 6.33 | true | true | | Sweetwater Union High School District |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 15728 | Ester Gamache | 2024-10-08 | 02:00 PM | 04:00 PM | 2 | | | | Sweetwater Union High School District Training |
| 15728 | Ester Gamache | 2024-10-09 | 08:55 AM | 03:47 PM | 6.37 | true | true | | Sweetwater Union High School District |
| 15728 | Ester Gamache | 2024-10-10 | 08:55 AM | 03:46 PM | 6.35 | true | true | | Sweetwater Union High School District |

**Excerpt from Plaintiff's Timecard during September 30, 2024 - October 13, 2024**

On July 15, 2025, Plaintiff completed off the clock training. This violation is evident from the face of Plaintiff's records, which show Plaintiff did not clock in on this day. Plaintiff further was not retroactively paid for this time.  This is an illustrative example of of Defendant's failure to pay all hour worked specifically with regard to mandatory trainings.


CERTIFICATE OF COMPLETION
is hereby granted to
Ester Gamache
For The Completion of
SB 553 Workplace Violence Prevention Plan 2025-2026
HR Representative
on
July 15 2025
Participant
By signing above I certify that I've completed the training identified on this certificate.


CERTIFICATE OF COMPLETION
is hereby granted to
Ester Gamache
For The Completion of
Mandated Reporter (AB 1432 and AB 1913) 2025-2026
HR Representative
on
July 15 2025
Participant
By signing above I certify that I've completed the training identified on this certificate.

**Excerpt of Plaintiff's Training Certificates from July 15, 2025**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 15728 | Ester Gamache | 2025-06-27 | 07:56 AM | 01:30 PM | 5.07 | true | true | | Sweetwater Union High School District - T1 |
| 15728 | Ester Gamache | 2025-07-16 | 07:00 PM | 08:50 PM | 1.83 | | true | | Sweetwater Union High School District Training |
| 15728 | Ester Gamache | 2025-07-21 | 11:07 AM | 12:21 PM | 1.23 | | | | Sweetwater Union High School District Training |
| 15728 | Ester Gamache | 2025-07-23 | 07:57 AM | 01:03 PM | 5.1 | true | true | | Sweetwater Union High School District |
| 15728 | Ester Gamache | 2025-07-24 | 08:00 AM | 03:00 PM | 6.5 | true | true | | Sweetwater Union High School District |
| 15728 | Ester Gamache | 2025-07-25 | 07:57 AM | 01:00 PM | 5.05 | true | true | | Sweetwater Union High School District |
| 15728 | Ester Gamache | 2025-07-28 | 08:12 AM | 03:00 PM | 6.3 | true | true | | Sweetwater Union High School District |

Second, Defendants engaged in an unlawful practice of time-editing. Despite Plaintiff never working fewer than two hours while employed with Defendants, several pay statements show clock-in punches amounting to fewer than two hours worked. Plaintiff is informed and believes that the discrepancies between her recollection and Defendant's timesheets are a result of Defendant's practice of time-editing.

For example, Plaintiff's September 30, 2024-October 13, 2024 paystub, shows that Plaintiff was paid 14.19 hours, but on Plaintiff's timecard, it shows she completed 22.8 hours for that time period. This discrepancy in hours suggests Plaintiff's time cards were being edited to remove actual hours worked. This was a common practice among the covered employees.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

## Unpaid Paid Sick Leave
## Violation of Labor Code §§ 246 through 248.7

Defendants violated Labor Code sections 246 through 248.7 with respect to the covered employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 40 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) "the same manner as the regular rate of pay for the workweek;" (2) "by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days;" or (3) "for exempt employee … in the same manner as the employer calculates wages for other forms of paid leave time." Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees "with written notice of the amount of paid sick leave available … for use on either the employee's itemized wage statement … or in a separate writing provided on the designated pay date with the employee's payment of wages."

Defendants failed to comply with California's paid sick leave laws with respect to the covered employees. As a result of Defendants' failure to account for each hour of work Plaintiff and the covered employees completed, including during unpaid trainings, Defendants failed to accurately track each hour of sick pay earned. This practice resulted in the underpayment of Paid Sick Leave.

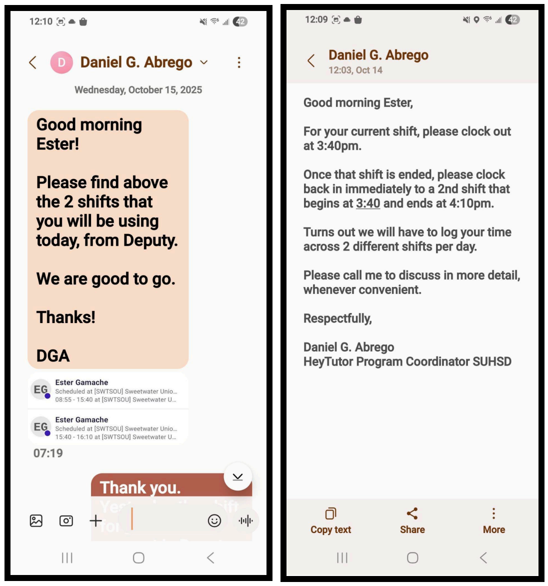
As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

**Unpaid Reporting Time Wages**
**Violation of Labor Code § 1198; IWC Wage Orders**

Defendants violated Labor Code sections 1198 and Section 5 (Reporting Time Pay) of the applicable IWC Wage Orders concerning reporting time wages with respect to the covered employees.

Section 5 of the applicable IWC Wage Orders requires an employer to pay reporting time pay if an employee shows up for a scheduled shift and is not put to work or is furnished with less than half of the scheduled shift. In this situation, the employer owes the employee reporting time pay in the amount of the greater of two hours or half the scheduled shift length. Section 5 further requires an employer to pay reporting time pay if an employee is required to report to work for a second time and is furnished with less than two hours of work on the second reporting. In this situation, the employer owes the employee reporting time pay in the amount of the greater of two hours or half the scheduled shift length. Labor Code section 1198 authorizes enforcement of the reporting time pay provisions of the IWC Wage Orders.

First, Defendants maintained an unlawful policy and practice of failing to pay reporting time wages to the covered employees. For example, Defendants would often log Plaintiff's time across two different work shifts per day. Specifically, Defendants would have Plaintiff clock out at 3:40 p.m. then would have Plaintiff immediately clock back in to start a second shift at 3:40 p.m. and end at 4:10 p.m. Furthermore, Defendants told Plaintiff to call to discuss in more detail.




**Excerpt from Plaintiff's phone showing messages with Plaintiff's Supervisor**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Ester Gamache | 2025-10-14 | 03:42 PM | 04:12 PM | 0.5 | | | | Sweetwater Union High School District |
| Ester Gamache | 2025-10-15 | 08:50 AM | 01:29 PM | 4.15 | | true | | Sweetwater Union High School District |
| Ester Gamache | 2025-10-16 | 08:51 AM | 03:40 PM | 6.32 | true | true | | Sweetwater Union High School District |
| Ester Gamache | 2025-10-16 | 03:40 PM | 04:15 PM | 0.58 | | | | Sweetwater Union High School District - SW MS |

**Excerpt from Plaintiff's Timecard**

Second, Defendants occasionally sent home Plaintiff and the covered employees at the start of their shifts due to a lack of work. On these occasions, Defendants should have paid Plaintiff and the covered employees the greater of two hours or half the scheduled shift length. However, as a matter of policy and practice, Defendants failed to pay Plaintiff and the covered employees all reporting time wages earned. Instead, Defendants sent Plaintiff and the covered employees home without clocking in for the day.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

**<u>Untimely Payment of Wages During Employment</u>**
**Violation of Labor Code §§ 204, 204b, 210**

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the covered employees.

<u>Labor Code section 204(a)</u> requires payment of "all wages" for non-exempt employees at least twice each calendar month. <u>Labor Code section 204(d)</u> states all wages due must be paid "not more than seven calendar days following the close of the payroll period." <u>Labor Code section 204b</u> applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. <u>Labor Code section 210</u> provides "every person who fails to pay the wages of an employee as provided in Section … 204 … shall be subject to a civil penalty" of $100 for an initial violation and $200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

**<u>Untimely Payment of Wages Upon Separation of Employment</u>**
**Violation of Labor Code §§ 201, 202, 203, 256**

Defendants violated Labor Code sections 201, 202, and 203 with respect to the covered employees by failing to pay all wages and premiums owed upon termination of employment.

<u>Labor Code section 201</u> requires that if an employer fires an employee, the wages must be paid immediately. <u>Labor Code section 202</u> requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. <u>Labor Code section 202</u> states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. <u>Labor Code section 203</u> requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to covered employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Specifically, Defendants required Plaintiff to sign a Direct Deposit for Final Wages form agreeing to receive her final pay within three days of termination, rather than the day of her termination as required by Labor Code section 206.5(a). A copy of the signed agreement is shown below:

> By filling out and signing the End of Contract - Direct Deposit for Final Wages form, I consent to receiving my final wages via direct deposit within 3 business days from my last day.
>
> Ester Gamache
>
> Ester Gamache
>
> 06/18/2025

**Excerpt of the direct deposit day of termination**

As a result, Plaintiff was terminated on October 21, 2025 but did not receive her final wages until several days later. Under Labor Code section 206.5(a), an employer may not require the execution of a release regarding wages due unless those wages have actually been paid; any release executed in violation of this section is null, void, and constitutes a misdemeanor. *See Woods v. Fox Broadcasting Sub., Inc.* (2005) 129 Cal.App.4th 344, 357. Consequently, the agreement is unenforceable, and Defendants remain liable for waiting time penalties under Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

**<u>Non-Compliant Wage Statements</u>**
**Violation of Labor Code §§ 226, 226.3**

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the covered employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

<u>Labor Code section 226(a)</u> requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all

applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the covered employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of "gross wages earned" on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Additionally, Defendants violated Labor Code section 226(a)(2) by failing to accurately list employees' "total hours worked," as the wage statements did not accurately include the uncompensated time plaintiff and other aggrieved employees worked due to Defendants' policy and practice of time editing.

Plaintiff and other covered employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other covered employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

## Failure to Maintain Accurate Records
## Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other covered employees.

Labor Code section 1174 requires that employers maintain accurate "payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

## Unlawful Employment Condition
## Violation of Labor Code § 432.5

Defendant violated Labor Code section 432.5 with respect to Plaintiff and other aggrieved employees by requiring that they agree to an unlawful term or condition in writing during their employment.

Labor Code section 432.5 states that "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law."

Non-solicitation agreements are illegal under California law. Business and Professions Code 16600 provides that "every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void." Defendants required that Plaintiff and the aggrieved employees sign non-solicitation agreements restricting their ability to receive business from Defendants' customers. As such, Defendants violated California Labor Code section 432.5 by requiring that Plaintiff and the aggrieved employees sign non-solicitation agreements prohibited by California law. Specifically, as part of Plaintiff's onboarding paperwork, she was required to sign a non-solicitation agreement.

> **E. Loyalty; Non-Solicitation; Non-Disparagement.**
>
> **1. Loyalty.**
>
> While you are employed at HeyTutor, you will not engage in any other employment, consulting, or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. By signing this letter, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.
>
> **2. Non-Solicitation.**
>
> During your employment, you shall not: (i) solicit or induce, or attempt to solicit or induce, any individual who is an employee or consultant of HeyTutor, to terminate his or her employment or consulting relationship with HeyTutor; or (ii) use HeyTutor's Confidential Information (described below) to solicit or attempt to solicit the business of any person or entity who is doing, or has within the last six months done, business with HeyTutor for the purpose of engaging in competition with HeyTutor.
>
> **3. Non-Disparagement.**

**Excerpt from Plaintiff's Offer Letter on July 9, 2025**

**<u>Attorneys' Fees and Costs</u>**
**Labor Code § 2699(k)(1)**

Plaintiff has been compelled to retain the services of counsel to protect the interests of other covered employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

## - LITIGATION HOLD NOTICE –

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the covered employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the covered employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold <u>must be suspended immediately</u>.

## - CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the covered employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

Dorota James

Dorota James

BM

Cc Plaintiff Ester Gamache
HR Representative, Jasmine Rai - hr@heytutor.com