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February 19, 2026

**VIA ONLINE SUBMISSION**

California Labor & Workforce Development Agency  
Attn: PAGA Administrator  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

**VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

BroadPharm  
c/o Deborah Chew, Esq.  
16476 Bernardo Center Drive, Suite 127  
San Diego, CA. 92128  
americanapacific@gmail.com

BroadPharm  
c/o Hanzhong Zhang, CEO/Agent for Service of Process  
6625 Top Gun Street, Suite 103  
San Diego, CA . 92121

**Re: Notice of Violations, California Labor Code section 2698 et seq. by  
BroadPharm; LWDA Case No.:**

Dear Labor and Workforce Development Agency Representative:

This firm represents Vi Phuong Dang ("EMPLOYEE") who seeks penalties from BroadPharm and DOES 1 through 10, inclusive (hereinafter, collectively "EMPLOYERS"), on EMPLOYEE'S behalf, on behalf of the State of California, and on behalf of all non-exempt, hourly-paid employees who worked for EMPLOYERS during the relevant statutory period for violations of the California Labor Code and applicable wage law, including but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 226.8, 246, 510, 512(a), 515(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 2753, and 2802.

EMPLOYEE intends to seek civil penalties, attorney's fees, costs, and all other available relief for violations of the California Labor Code made recoverable under sections 2698, et seq., the Labor Code Private Attorney General Act of 2004 ("PAGA"). EMPLOYEE seek relief on EMPLOYEES' behalf, on behalf of the State of California, and on behalf of all other non-exempt,

hourly-paid employees who were employed by EMPLOYERS ("AGGRIEVED EMPLOYEES").

This Notice is sent in compliance with and under the reporting requirements of California Labor Code section 2699.3. This Notice also serves to demonstrate EMPLOYEE good-faith attempt at settlement with EMPLOYERS. If EMPLOYERS are interested in settling this matter, EMPLOYERS are encouraged to contact us.

This Notice is sent on behalf of all non-exempt, hourly-paid employees of EMPLOYERS. The AGGRIEVED EMPLOYEES worked for all of the EMPLOYERS or any of the EMPLOYERS as non-exempt, hourly-paid employees. Nothing in this Notice should be interpreted as limiting the representative class to non-exempt, hourly-paid employees who worked for all EMPLOYERS only.

The definition of "EMPLOYER" for purposes of the California Labor Code includes irregular working arrangements, and was specifically drafted to prevent evasion and subterfuge of California's labor laws. To that end, EMPLOYEE is informed and believes, and based thereon alleges, that EMPLOYERS, including any as of now unknown entities, must be classified as joint employers for purposes of liability for civil penalties under PAGA. As such, EMPLOYERS are each liable for civil penalties for violation of the California Labor Code as to EMPLOYEE and the other Aggrieved Employees.

This Notice further reserves EMPLOYEE's right to amend and/or add to this Notice, upon discovery of new information, additional violations of the California Labor Code, and/or individuals and/or EMPLOYERS responsible for the same. Any further amendments and changes to this notice shall relate to the date of this notice.

### **Factual Background**

EMPLOYEE was employed as an Office Associate by EMPLOYER, which operates a biotechnology company located at 6625 Top Gun Street, Suite 103, San Diego, CA 92121, where she was assigned to work. EMPLOYEE was hired on May 10, 2023, and began working on June 12, 2023, until she resigned on December 30, 2025. Her work schedule was Monday through Friday, from 9:00 a.m. to 5:30 p.m.

EMPLOYER paid her an annual salary of \$58,000 but did not inform her whether she was classified as an exempt or non-exempt employee. EMPLOYEE'S wage statements reflected payment of a fixed monthly salary and did not list the number of hours worked or the applicable rate of pay. However, EMPLOYEE'S job duties did not meet the criteria for an exempt employee classification.

Under California labor laws, EMPLOYEE was entitled to a 10-minute rest break for every four hours worked. Due to her workload, EMPLOYEE was frequently forced to work through her rest breaks. EMPLOYER on certain occasions also failed to provide EMPLOYEE with uninterrupted meal periods.

Additionally, there were instances in which she was required to respond to work-related inquiries prior to clocking in or after clocking out. These hours worked were not recorded nor reflected on EMPLOYEE'S timesheets.

As a result of working through rest breaks, having meal periods interrupted, working prior to clocking in, and working after clocking out, EMPLOYEE frequently exceeded her scheduled 8-hour workdays. EMPLOYER failed to compensate EMPLOYEE for this overtime.

EMPLOYER failed to provide wage statements from June 2023 through March 2024. When wage statements were later provided from April 2024 to the present, they failed to accurately reflect the total hours EMPLOYEE worked, and the applicable rate of pay, rendering them facially inaccurate and non-compliant with applicable labor laws. Despite being a non-exempt employee, EMPLOYEE was paid on a monthly salary basis.

In addition, EMPLOYEE was required to use her personal vehicle to transport chemicals for EMPLOYER without timely reimbursement for related expenses. EMPLOYEE also observed Quality Control associates being required to open chemical containers and aliquot chemical substances without access to chemical fume hoods or equivalent ventilation systems, even after EMPLOYER provided training regarding them. Engineering controls were feasible and required under Cal/OSHA regulations, yet were not provided.

EMPLOYEE intends to bring PAGA claims representing herself, former employees and current employees who were and are subjected to Labor Code violations by the Employer. Based on information and belief, other employees were not paid all earned wages, were not provided accurate wage statements, were not provided with rest breaks and uninterrupted meal breaks, and were not paid earned overtime.

#### **Violation of Labor Code 226, 432, 1198.5 (Failure to Provide Employment Records)**

California Labor Code Section 226 provides, "An employer who receives a written or oral request to inspect or copy records according to subdivision (b) of a current or former employee [records of hours worked and wages paid]... shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request."

California Labor Code Section 432 provides, "If an employee signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

California Labor Code Section 1198.5 provides that every employee shall be permitted to inspect and obtain a copy of their personnel records upon request.

Per the process set out in Labor Code Section 226, EMPLOYEE requested, in writing by letter via certified first-class mail to EMPLOYERS and regular first-class mail to EMPLOYERS, that EMPLOYERS provide EMPLOYEE with EMPLOYEE'S wage and payroll history, all documents signed by EMPLOYEE under Labor Code Section 432, and a copy of EMPLOYEE'S personnel records under Labor Code Section 1198.5.

The periods provided to EMPLOYERS by Labor Code Sections 226, 432, 1198.5 and any other relevant statutes have elapsed since EMPLOYERS received EMPLOYEES correspondence requesting documents under Labor Code Section 226, 432, and 1198.5, and a copy of EMPLOYEE'S personnel records under Labor Code Section 1198.5.

Pursuant to the foregoing, EMPLOYEE is entitled to recover a \$750 penalty under Labor Code Section 226(f), a \$750 penalty under Labor Code Section 1198.5(k), and reimbursement for costs, including attorney's fees as afforded under applicable law, including, but not limited to, Labor Code Sections 226(f) and 1198.5(k).

### **Violation of Labor Code 204, 226, and 226.7 (Regular Rate of Pay)**

California law requires that the regular rate of pay for purposes of calculations including but not limited to overtime, paid sick time, meal and rest premiums and more must include Base hourly wages, Commissions, Non-discretionary bonuses (production, attendance, quality), Shift differentials, On-call pay, Stipends (coaching, etc.), and Retroactive pay raises.

EMPLOYERS failed to include all of the above in calculating employees' regular rate of pay and in doing so failed to pay employees properly.

### **Violation of Labor Code 226.7 and 512(a) (Meal and Rest Breaks)**

California Labor Code sections 226.7, 512(a), and the applicable Wage Orders require employers to pay employees one (1) additional hour of pay at the employee's regular rate for each work day that a legally compliant meal and/or rest break was not provided.

Employers cannot require, cause, or permit an employee to work more than five (5) hours per day without providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday, employers are required to either provide a second, uninterrupted 30-minute meal break or pay employees an additional one (1) hour of pay at the employee's regular rate.

If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided.

Furthermore, no employer shall require an employee to work during any rest period. Rest periods requirements are based on the total hours worked; employees are legally entitled to ten (10) minutes per four (4) hours or a major fraction thereof, that employee worked.

EMPLOYERS failed to provide EMPLOYEE and other AGGRIEVED EMPLOYEES with the required rest and meal break periods. EMPLOYEE and other AGGRIEVED EMPLOYEES were routinely required to work through these periods instead, because of understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYERS.

EMPLOYEE and other AGGRIEVED EMPLOYEES worked shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more without a second meal break, due to understaffing, inadequate coverage, unreasonably high workload, and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of

**EMPLOYERS.**

EMPLOYEE is informed and believes, and based thereon alleges, that any purported appearance of meal and rest break compliance is because EMPLOYERS systematically and routinely clocked out for and/or otherwise altered the timekeeping records of EMPLOYEE and other AGGRIEVED EMPLOYEES in an attempt to hide the aforementioned infractions. EMPLOYERS, knowingly and contrary to law and public policy, employed a tactic of clocking-out employees for rest and/or meal periods that were never taken and/or otherwise falsified or altered timekeeping records.

EMPLOYERS knew or should have known, that their behavior caused EMPLOYEE and other AGGRIEVED EMPLOYEES to work through the above-described meal and/or rest periods.

As a company-wide policy, EMPLOYERS still chose not to pay meal and rest period premiums required by law.

Pursuant to the foregoing, EMPLOYERS violated California Labor Code sections 226.7, 512(a), and 1198. EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 558, and/or 2699(a), (f)-(g), and all other applicable law.

**Violation of Labor Code 1182.12, 1194, 1197, and 1197.1 (Minimum Wage)**

California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

(1) For any employer who employs 26 or more employees:

- (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.
- (B) From January 1, 2018, to December 31, 2018, \$11 per hour.
- (C) From January 1, 2019, to December 31, 2019, \$12 per hour.
- (D) From January 1, 2020, to December 31, 2020, \$13 per hour.
- (E) From January 1, 2021, to December 31, 2021, \$14 per hour.
- (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.

(2) For any employer who employs 25 or fewer employees:

- (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.
- (B) From January 1, 2019, to December 31, 2019, \$11 per hour.
- (C) From January 1, 2020, to December 31, 2020, \$12 per hour.
- (D) From January 1, 2021, to December 31, 2021, \$13 per hour.
- (E) From January 1, 2022, to December 31, 2022, \$14 per hour.

(F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

The minimum wage standard applies to each hour employees worked for which they were not paid. Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee's total pay and overall hours worked, paid or not, results in an average hourly wage above minimum wage.

As alleged throughout this Notice, due to the company-wide failures of EMPLOYERS, EMPLOYEE, and other AGGRIEVED EMPLOYEES were forced to work off-the-clock, and/or during rest breaks, and/or during meal breaks. EMPLOYERS failed to pay EMPLOYEE and other AGGRIEVED EMPLOYEES minimum wage for this time and/or falsified timekeeping records to hide this fact.

Pursuant to the foregoing, EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 1197.1, and/or 2699(a), (f)-(g), and all other applicable law.

**Violation of Labor Code 226(a), 1174(d), and 1198 (Accurate Employment Records)**

California Labor Code 226(a) requires employers to create and provide employees with true and accurate employment records. California Labor Code section 226(e) provides that if an employer fails to furnish an employee with the same, the employee is entitled to recover the greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any employer in violation of section 226(a) at \$250 per employee violation in an initial citation and \$1,000 per employee for each subsequent violation.

California Labor Code 1174(d) requires employers to keep payroll records showing hours worked, and wages paid to and/or the number of piece-rate units earned, for all employees. California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain the same.

California Labor Code section 1198 provides that maximum hours and standard conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. According to the applicable Wage Order, employers must keep accurate records of when employees begin and end each work period and each meal period.

EMPLOYERS knowingly provided employees with records that do not meet the statutory requirements of truth and accuracy, because EMPLOYERS failed to truthfully and accurately document, among other things, employees off-the-clock work. As a result, EMPLOYERS failed to list the correct amount of gross and/or net wages earned by EMPLOYEE and the other AGGRIEVED EMPLOYEES.

The statements in question are deficient in many other ways, including, but not limited to failure to list total hours worked, failing to list applicable hourly rates and the numbers of hours worked at each rate, failure to list piece-rate units earned and the applicable piece-rate, failure to list deductions, failure to track sick leave, failure to list the employee and SSN/EID properly, failure to list the full legal name and address of the employer, failure to list inclusive dates for

which employees are paid, failure to provide employees with the ability to easily access wage statements and get hard copies at no expense to the employee, and/or failure to state all hours worked as a result of off-the-clock work.

EMPLOYERS willfully failed to maintain accurate payroll records for EMPLOYEE and other AGGRIEVED EMPLOYEES as a result of EMPLOYERS failure to accurately record employee's rest breaks, and/or meal breaks, and/or off-the-clock work. EMPLOYERS failure makes it impossible for EMPLOYEE and other AGGRIEVED EMPLOYEES to accurately determine the extent of their underpayment, thereby causing further injuries to each of them.

Pursuant to the foregoing, EMPLOYER violates California Labor Code Sections 226(a), 1174(d), and 1198. EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g), and all other applicable law.

#### **Violation of California Code of Regulations 11050(5)(A) (Reporting Time)**

California Code of Regulations, Title 8, section 11050(5)(A) provides that for each workday when an employee is required to and does report to work, but is either not put to work or is furnished less than half of said employee's usual scheduled day's work, that employee should be paid for no less than half, and in no event less than two (2) hours, of the employee's regular rate of pay.

EMPLOYEE and other AGGRIEVED EMPLOYEES were told by EMPLOYERS to report to work and were either not put to work or were furnished less than half of said employee's usual scheduled day's work. EMPLOYERS routinely failed to pay the required reporting time wages to EMPLOYEE and other AGGRIEVED EMPLOYEES for each of these instances.

Pursuant to the foregoing, EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 1197.1 and/or 2699(a), (f)-(g), and all other applicable law.

#### **Violation of Labor Code 510 (Overtime and Double Time)**

California Labor Code sections 510 and the applicable Wage Orders require employers to pay employees working more than eight (8) hours in a day or more than 40 hours in a week at the rate of at least time-and-one-half (1.5) times their regular rate of pay ("overtime") for a time such worked, and two (2) times their regular rate of pay ("double time") for such hours worked over 12 hours in a day. "Regular rate" includes all remuneration, including non-discretionary bonuses and incentives.

During the relevant period, EMPLOYEE and other AGGRIEVED EMPLOYEES regularly worked more than eight (8), and over 12 hours in a workday and/or 40 hours in a workweek.

EMPLOYERS routinely required this work to be performed before and/or after scheduled shifts, and/or during off-the-clock meal breaks, and/or during rest breaks. As a consequence, EMPLOYERS willfully failed to pay EMPLOYEE and other hourly-paid, non-exempt employees the wages to which they were entitled.

Pursuant to the foregoing, EMPLOYERS violated California Labor Code section 510 and the applicable Wage Orders. EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to

civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 558, 1194, and/or 2699(a), (f)-(g).

**Violation of Labor Code 204 (All Wages Paid on Time)**

California Labor Code section 204 requires that all wages earned, other than those due upon termination, be paid on time as defined by the statute.

As a result of the numerous company-wide failures of EMPLOYERS as described throughout this Notice, EMPLOYERS failed to pay EMPLOYEE and other AGGRIEVED EMPLOYEES all wages due to them, including, but not limited to failure to list total hours worked, failing to list applicable hourly rates and the numbers of hours worked at each rate, failure to list piece-rate units earned and the applicable piece-rate, failure to list deductions, failure to track sick leave, failure to list the employee and SSN/EID properly, failure to list the full legal name and address of the employer, failure to list inclusive dates for which employees are paid, failure to provide employees with the ability to easily access wage statements and get hard copies at no expense to the employee, and/or failure to state all hours worked as a result of off-the-clock work, within the statutorily required period.

Pursuant to the foregoing, EMPLOYERS violate California Labor Code Sections 204. EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 203, 210 and/or 2699(a), (f)-(g), and all other applicable law.

**Violation of Labor Code 201, 202, and 203 (Timely Payment Upon Discharge or Resignation)**

California Labor Code sections 201, 202, and 203 provide that employees who are terminated are due all wages earned immediately. Employees who resign from their employment without giving 72 hours' notice are due all wages earned within 72 hours of their resignation. Employees who resign their employment giving 72 hours' notice are entitled to all wages earned at the time their resignation becomes effective.

EMPLOYERS terminated their employment relationship with EMPLOYEE on or about July 07, 2023. Accordingly, EMPLOYEE was due all wages earned immediately.

When EMPLOYEE finally received EMPLOYEE's final paycheck, that final paycheck was legally deficient in that it did not account for all wages earned despite EMPLOYERS knowing that such wages were due to EMPLOYEE.

Due to the company-wide failures of EMPLOYERS as described throughout this Notice, EMPLOYERS similarly failed to pay other AGGRIEVED EMPLOYEES timely wages upon their discharge or resignation under Labor Code sections 201, 202, and 203.

Pursuant to the foregoing, EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 201, 202, 203, and 2699(a), (f)-(g), and all other applicable law.

**Violation of Labor Code 227.3 (Timely Payment of Vacation Upon Discharge or Resignation)**

Labor Code section 227.3 states that “whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.”

EMPLOYERS failed to pay employees, including but not limited to PLAINTIFF, all vacation time accrued and vested at the time of termination according to Labor Code section 203.

**Violation of Labor Code 2800, 2802 (Reimbursement of Necessary Expenditures)**

California Labor Code Sections 2800 and 2802 require that an employer indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.

EMPLOYEE and other AGGRIEVED EMPLOYEES were directed and expected to incur personal expenses on behalf of EMPLOYERS while performing their job duties. Such personal expenses include but are not limited to, use of personal cell phone, internet, travel expenses, and parking expenses. EMPLOYEE and the other AGGRIEVED EMPLOYEES would not have been able to accomplish their job duties absent incurring these personal expenses. EMPLOYERS failed to indemnify EMPLOYEE and other AGGRIEVED EMPLOYEES for all necessary expenditures or losses accordingly.

Pursuant to the foregoing, EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 2699(a), (f)-(g), and all other applicable law.

**Violation of Labor Code 6400 (Failure to Furnish a Safe and Healthful Workplace)**

California Labor Code Section 6400 requires that an EMPLOYER furnishes a safe and healthful environment for their EMPLOYEES.

EMPLOYEE and other AGGRIEVED EMPLOYEES were directed and expected on behalf of EMPLOYERS to open chemical containers and aliquot chemical substances without access to proper safety materials and conditions while performing their job duties. This included no access to chemical fume hoods or equivalent ventilation systems. but are not limited to, use of personal cell phone, internet, travel expenses, and parking expenses. EMPLOYEE and the other AGGRIEVED EMPLOYEES have been able to safely accomplish their job duties absent these conditions. EMPLOYERS failed to provide a safe environment for EMPLOYEE and other AGGRIEVED EMPLOYEES to ensure a safe and healthful workplace.

Pursuant to the foregoing, EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 2699(a), (f)-(g), and all other applicable law.

**Violation of Labor Code 6401 (Failure to Provide and Use Adequate Safety Devices and Safeguards)**

California Labor Code Section 6401 requires that an EMPLOYER furnishes and provides devices and safeguards in order to maintain a safe and healthful environment for their EMPLOYEES and must do what is reasonably necessary to protect the life, safety, and health of EMPLOYEES.

EMPLOYEE and other AGGRIEVED EMPLOYEES were directed and expected on behalf of EMPLOYERS to open chemical containers and aliquot chemical substances without access to proper safety materials and conditions while performing their job duties. This included no access to chemical fume hoods or equivalent ventilation systems. but are not limited to, use of personal cell phone, internet, travel expenses, and parking expenses. EMPLOYEE and the other AGGRIEVED EMPLOYEES have been able to safely accomplish their job duties absent these conditions. EMPLOYERS failed to provide a safe environment for EMPLOYEE and other AGGRIEVED EMPLOYEES to provide equipment and safeguards to protect the life and safety of EMPLOYEES

Pursuant to the foregoing, EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 2699(a), (f)-(g), and all other applicable law.

**California Labor Code 558(a) (Civil Penalties)**

California Labor Code section 558(a) provides that any employer, including individuals acting on behalf of employers, that violates or causes to be violated, a section of the Labor Code or any applicable Wage Orders are subject to the following penalties;

- \$50 for any initial violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages;
- \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount to recover unpaid wages;

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. Labor Code section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

EMPLOYERS were and are an employer, and violated EMPLOYEE'S and other AGGRIEVED EMPLOYEES' rights by violating, or causing to be violated, various sections of this code as described throughout this notice letter.

## **Conclusion**

Pursuant to California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and 558, EMPLOYEE, acting in the public interest as Private Attorney General, seeks the applicable penalties for themselves, all other AGGRIEVED EMPLOYEES, and the State of California against EMPLOYERS for violations of Labor Code sections, including, but not limited to: 201, 202, 203, 204, 206, 226(a), 226.7, 227.3 233, 234, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, and any and all other applicable law.

Very truly yours,

/s/ Vincent P. Sorrentino

Vincent P. Sorrentino