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February 18, 2026

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

VIA CERTIFIED MAIL

General Dynamics Information Technology, Inc.
3150 Fairview Park Drive
Falls Church, VA 22042

VIA CERTIFIED MAIL

General Dynamics Information Technology, Inc.
Agent for Service of Process
Amanda Garcia
330 N. Brand Blvd.
Glendale, CA 91203

Notice of Labor Code Violations and PAGA Penalties

RE: ***Veronica B. Lopez v. General Dynamics Information Technology, Inc.***

To Whom It May Concern:

Please be advised that our office has been retained by Veronica B. Lopez (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, et seq.) against her former employer, General Dynamics Information Technology, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (“Defendant”). This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3 and sets forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff individually as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly-paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including San Diego County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendant as a Quality Assurance Representative III from approximately November 2021, to approximately April 2023, in the State of California. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight (8) hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages.

Plaintiff and the Aggrieved Employees received bonuses, incentive compensation, and other remuneration. However, Defendant failed to incorporate all remuneration when determining the correct overtime rate of pay, meal break premium rate of pay, and sick day rate of pay, leading to underpayment of compensation. Defendants also regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, including overtime, even though the realities of Defendant's operations are such that it is possible, practical, and feasible to count, accurately track and/or pay for work time to the minute. Also, throughout the statutory period, Plaintiff and the Aggrieved Employees regularly worked off-the-clock, without compensation. For example, Plaintiff and the Aggrieved Employees were required to wait for security checks prior to clocking in for their shifts without compensation, to don and doff uniforms and/or safety

equipment off the clock, to attend company meetings off clock, and to make or receive phone calls off the clock. Additionally, Defendant only recorded Plaintiff and the Aggrieved Employees' scheduled hours rather than actual time worked, despite Plaintiff and the Aggrieved Employees working before and after scheduled hours and during meal periods. As a result, Plaintiff and the Aggrieved Employees performed these work tasks off-the-clock and were not compensated for this time worked. In maintaining a practice of not paying all wages owed, Defendant failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked. Defendant had and has a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 227.3 and applicable Wage Orders.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties pursuant to Labor Code §§ 210, 227.3, 223, 551, 552, 558, 1182.12, 1197, 1197.1, 1194, 1194.2, 1198, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods and Pay Meal Period Premiums

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. California Labor Code sections 226.7 and 512 require employers to pay an employee one hour of additional wages at the employee's regular rate of compensation for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. These requirements also meant Plaintiff and the Aggrieved Employees were not relieved of all duty during their meal periods. For example, Plaintiff and the Aggrieved Employees were required to complete safety checks and equipment testing, including during meal periods, and were required to remain on duty during meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages at the employee's regular rate of compensation for each workday they were not provided with a meal

period(s) in accordance with California law. Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for non-compliant meal periods.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods and Pay Rest Period Premiums

Employers are required by California law to authorize and permit rest periods of 10 uninterrupted minutes for each four (4) hours of work or major fraction thereof. Each failure to authorize and permit rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four (4) consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four (4) hours of work or major fraction thereof, or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. For example, Plaintiff and the Aggrieved Employees were required to complete safety checks and equipment testing, including during rest periods. As a result, Plaintiff and the Aggrieved Employees were rarely provided with compliant rest periods and were regularly required to work through their rest periods. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

California Labor Code section 226.7 and the Labor Code IWC Wage Orders require employers to pay an employee one hour of additional wages at the employee's regular rate of compensation for each workday they were not provided with all required rest periods. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages at the employee's regular rate of pay for each workday they were not authorized and permitted to take all required rest periods. Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for non-compliant rest periods.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse Necessary Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. For example, Plaintiff and the Aggrieved Employees were required to use their personal vehicles for work purposes to travel between work locations. Plaintiff and the Aggrieved Employees were not adequately compensated for these work-related expenses. Plaintiff and the Aggrieved Employees incurred these expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, Defendant failed and continues to fail to pay terminated Aggrieved Employees without abatement, all wages required to be paid by Labor Code sections 201 and 202 within the time periods specified. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), non-compliant meal periods, and non-compliant rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements and Maintain and Provide Accurate Records

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

Defendant failed to provide Plaintiff and Aggrieved Employees with complete and accurate wage statements, and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours

worked. Plaintiff and the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendant would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Defendant would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements and is thus liable for civil penalties pursuant to Labor Code sections 558, 1198, and 2699. Plaintiff is further informed and believes, and based thereon alleges, that Defendant's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendant would also be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, 2699(f)(2)(B)(ii) or injunctive relief under sections 2699(e)(1) and 2699(k).

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant failed to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked.

Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Permit Lawful Conduct During Work Hours

Plaintiff and the Aggrieved Employees are informed and believes, and based thereon alleges that Defendant had and has a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Defendant would further be liable for civil penalties pursuant to Labor Code section 2699(t)(2)(B)(ii).

Requirement of Unlawful Release

Plaintiff is informed and believes, and based thereon alleges, that Defendant required or requires the execution of a release of claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, including, without limitation, as a condition of being paid, to

execute a statement of the hours worked during a pay period in which Defendant knew to be false. As such, Plaintiff is informed and believes, and based thereon alleges that Defendant violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved Employees have personally suffered these violations. Plaintiff further informed and believes, and based thereon alleges, that Defendant's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendant would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendant would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Properly Provide All Sick Pay

Plaintiff is further informed and believes, and based thereon alleges, that Defendant has or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, et seq., including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Plaintiff is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Plaintiff is further informed and believes that Defendant also did not permit its use upon request by Plaintiff and other Aggrieved Employees as contemplated under California and local laws, including, without limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner without retaliation. Plaintiff is additionally informed and believes that the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendant violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered violations under these sections and Defendant would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Plaintiff further informed and believes, and based thereon alleges, that Defendant's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendant would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Unlawful Prevention of Disclosure of Information and Unlawful Prohibition of Political Activity

Plaintiff is informed and believes, and based thereon alleges that Defendant coerced, influenced and/or attempted to coerce and/or influence Plaintiff and other Aggrieved Employees, through or by means of threat of discharge and/or loss of employment, to adopt or follow or refrain from adopting or following a particular course or line of political action and/or political activity. Plaintiff is informed and believes, and based thereon alleges that Defendant had and has a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing violations of state and federal law, either within Defendant to their managers or outside of Defendant to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code sections 1101, 1102, and 1102.5. Plaintiff and other Aggrieved Employees personally suffered these violations.

Unlawful Use of Background Checks and Salary History

Plaintiff is informed and believes, and based thereon alleges, that Defendant had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment.

Plaintiff is informed and believes, and based thereon alleges, that Defendant had and has a practice or policy of conducting unlawful background checks on prospective and current employees, including without limitation Employee, prior to making a conditional offer. Plaintiff is informed and believes, and based thereon alleges, that Defendant violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Defendant made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Defendant made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Plaintiff and other aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation of Labor Code section 1198, and that Defendant violated, without limitation, Labor Code sections 432.5, 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendant would also be liable for civil penalties pursuant to Labor Code sections 432.5, 432.7, 432.8, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendant would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 551, 552, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;

3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. Labor Code § 204 by failing to pay all earned wages two times per month.
9. Labor Code §§ 432, 1198.5, and 1174 for failure to maintain and provide requested employment records;
10. Labor Code §§ 221, 223, 233, 234, 245 and 246 for failing to properly provide sick pay;
11. Labor Code §§ 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198 for preventing employees from engaging in lawful conduct during non-work hours.
12. Labor Code §§ 206.5 and 1198 for requiring an execution of a release of claim or right as a condition of being paid.
13. Labor Code § 1102.5 for preventing employees from disclosing violations of state and federal law and unlawfully interfering with political affiliation.
14. Labor Code §§ 432.5, 432.7, 432.8, and 1198 for unlawful use of background checks and salary history.
15. Labor Code §§ 1101, 1102, and 1102.5 for the unlawful prevention of disclosure of information and unlawful prohibition of political affiliation.

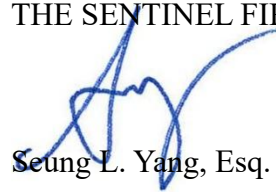
Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 96, 98.6, 201, , 202, 203, 204, 206.5, 210, , 221, 223, 226, 226.2, 226.3, 226.7, 227.3, , 232, 232.5, 233, 234 245, et seq., 246, , 432, 432.3, 432.5, 432.7, 432.8, , 510, 512, 551, 552, 558, 1101, 1102, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, , 2698, et seq., 2800, 2802, 2810.3, 2810.5 (f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact us at the above-listed contact information.

Sincerely,

THE SENTINEL FIRM, APC

A handwritten signature in blue ink, appearing to read 'Seung L. Yang', is written over the printed name.

Seung L. Yang, Esq.