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June 11, 2026

FILED VIA ONLINE SYSTEM WITH THE LWDA
CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT AGENCY
Attn.: PAGA Administrator
800 Capital Mall Ste. 1022
Sacramento, CA 95814

SENT VIA CERTIFIED MAIL:
THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY
Attn.: Rick Abell
1425 River Park Drive Ste 100
Sacramento, CA 95815

THOMAS A. STEWART INSURANCE SOLUTIONS, INC.
Attn.: Thomas A. Stewart
14185 Caminito Vistana
San Diego, CA 92130

JOY N. DOW
655 W Broadway Ste 1700
San Diego, CA 92101

Re: **Written Notice Pursuant to Labor Code sections 2698, et seq. – Elisha M. Mora v. The Northwestern Mutual Life Insurance Company; Thomas A. Stewart Insurance Solutions, Inc.; and Joy N. Dow**

To the Labor and Workforce Development Agency and Employers:

This office represents ELISHA M. MORA ("Ms. Mora" or "Claimant") with respect to claims against THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY ("Northwestern Mutual"), THOMAS A. STEWART INSURANCE SOLUTIONS, INC. ("Stewart Solutions"), and JOY N. DOW (collectively, "Employers"). This notice is submitted pursuant to Labor Code sections 2698, 2699, and 2699.3, on behalf of Claimant, the State of California, and all other aggrieved employees described below.

Claimant gives notice that Employers violated the California Labor Code, the applicable Industrial Welfare Commission Wage Order, and related California wage and hour requirements by misclassifying Claimant and similarly-situated employees as exempt, failing to pay all wages and overtime wages, failing to provide compliant meal and rest periods, failing to pay meal and rest period premiums, failing to maintain accurate payroll and time records, failing to provide accurate itemized wage statements, failing to timely pay wages during employment and upon separation, failing to reimburse necessary business expenses, failing to provide required paid sick leave and wage-related information, and failing to provide a compliant Labor Code section 2810.5 notice.

This notice identifies the specific Labor Code provisions violated and the facts and legal theories supporting those violations. Claimant reserves the right to amend, supplement, or further specify the facts, theories, Labor Code provisions, affected employees, worksites, pay periods, and violations based on additional investigation, discovery, payroll records, wage statements, time records, personnel records, reimbursement records, handbooks, policies, communications, testimony, and documents within Employers' possessions, custody, or control.

I. EMPLOYERS, JOINT-EMPLOYER ALLEGATIONS, AND COVERED WORKSITES

Northwestern Mutual is an out-of-state entity conducting business in California, including by recruiting, hiring, employing, managing, directing, supervising, and compensating California employees through its offices, affiliated representatives, network offices, and related business entities. Thomas A. Stewart Insurance Solutions, Inc. is a California corporation doing business in California and is commonly referred to as the Northwestern Mutual Stewart Network Offices ("Stewart Solutions"). Individual Joy N. Dow is a registered Northwestern Mutual Wealth Management Advisor licensed in California.

Claimant is informed and believes that Employers jointly operated, managed, staffed, and controlled Northwestern Mutual-related offices and operations throughout California. Claimant is further informed and believes that Employers shared common control over hiring, onboarding, payroll practices, exemption classifications, compensation practices, work assignments, supervision, timekeeping practices, break practices, reimbursement practices, and wage-statement practices.

Employers individually and jointly exercised direct and indirect control over Claimant's and aggrieved employees' wages, hours, working conditions, job duties, schedules, workplace policies, reporting relationships, and compensation practices. Employers therefore were employers and/or joint employers under California law and are jointly and severally responsible for the violations described herein.

By way of example, employees were recruited, hired, onboarded, and managed through Stewart Solutions on behalf of Northwestern Mutual. Stewart Solutions managed and operated Northwestern Mutual offices in California. Ms. Mora was recruited and hired as an associate agent/client-service employee under Northwestern Mutual Wealth Management Advisor Joy N. Dow. Joy N. Dow uses "WiseFit Wealth Management and Insurance Solutions" as a marketing name in connection with Northwestern Mutual-related business. Claimant is informed and believes that WiseFit Wealth Management and Insurance Solutions ("WiseFit") is not a separate registered investment adviser, broker-dealer, insurance agency, or federal savings bank, but instead functions as a marketing or trade name in connection with Northwestern Mutual-related operations. However, because Northwest Mutual has identified Joy N. Dow as Ms. Mora's employer, she has also been named as an Employer.

Employers approved Claimant's hiring, required Claimant to follow Northwestern Mutual policies and practices, controlled the conditions under which Claimant worked, and benefited from Claimant's labor. Employers' managers, supervisors, advisors, managing agents, officers, directors, and other persons acting on behalf of Employers participated in, implemented, authorized, approved, or ratified the policies and practices described in this notice.

II. CLAIMANT AND AGGRIEVED EMPLOYEES

Employers employed Ms. Mora from approximately September 23, 2024, until approximately June 13, 2025. During her employment, Ms. Mora worked as a salaried employee classified as exempt. Her position was identified as Associate, however, "Associate", "Associate Agent", "Client Service Associate", "Associate Financial Representative", and "Client Service Representative" were regularly used interchangeably by Employers in job descriptions and marketing. She worked at Employers' San Diego office located at 655 West Broadway, Suite 1700, San Diego, California 92101.

Claimant was paid on a salary basis and classified as exempt, but she did not satisfy California's requirements for exempt status. Ms. Mora did not receive a salary sufficient to satisfy California's minimum salary threshold for exempt employees during multiple applicable pay periods. She also did not primarily perform exempt duties. Her actual day-to-day work primarily consisted of routine, standardized, non-discretionary, closely supervised client-service, advisor-support, administrative, operational, clerical, customer-service, scheduling, document-processing, communication, and office-support tasks.

It is Claimant's understanding that other current and former California employees holding the same or similar job titles, who performed substantially similar duties were also misclassified as exempt, and were subjected to the same or similar policies, practices, and Labor Code violations described in this notice. Additionally, on information and belief, other employees who performed substantially similar work to Claimant were properly classified as non-exempt, but still suffered the same Labor Code violations, including off-the-clock work, unpaid overtime, meal periods, rest periods, wage statements, expense reimbursement, and final wage payments.

Accordingly, the "Aggrieved Employees" include all current and former California employees of Employers during the applicable PAGA period who were classified as either exempt or non-exempt and worked as Client Service Representatives, Associate Agents, advisor-support personnel, administrative-support personnel, operational-support personnel, customer-service personnel, office-support personnel, or in similar positions, and who experienced one or more of the Labor Code violations alleged herein. ("Aggrieved Employees").

Claimant personally experienced each category of Labor Code violation alleged herein, including misclassification, unpaid overtime, unpaid minimum and regular wages, off-the-clock work, meal-period violations, rest-period violations, inaccurate and missing wage statements, failure to timely pay all wages, failure to pay all final wages, unreimbursed business expenses, and failure to provide required wage, sick leave, PTO, payroll, and employer-identification information.

III. SUMMARY OF LABOR CODE VIOLATIONS

Employers violated, among other provisions, Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 246, 247.5, 2810.5, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698, 2699, 2699.3, and 2699.5, as well as the applicable Industrial Welfare Commission Wage Order.

The violations arose from Employers' common policies, practices, systems, and omissions, including but not limited to: misclassifying Client Service Representatives, Associate Agents, advisor-support employees, administrative-support employees, operational-support employees, office-support employees, and similarly situated employees as exempt; failing to satisfy the minimum salary threshold for exempt status; classifying employees whose job duties included primarily non-discretionary clerical tasks as exempt; failing to maintain accurate records of all hours worked; failing to pay overtime; failing to pay minimum and regular wages for all hours worked; requiring, permitting, or suffering off-the-clock work; failing to provide compliant meal periods; failing to authorize and permit compliant rest periods; failing to pay meal and rest period premiums; failing to issue accurate itemized wage statements; failing to provide wage statements upon request; failing to timely pay wages during employment; failing to timely pay all final wages upon separation; failing to reimburse necessary business expenses; failing to provide accurate sick leave/PTO information; and failing to provide accurate employer-identification information required by Labor Code section 2810.5.

IV. MISCLASSIFICATION OF CLAIMANT AND AGGRIEVED EMPLOYEES AS EXEMPT

Employers violated Labor Code sections 510, 515, 1194, 1197, 1198, and the applicable Wage Order by classifying Claimant and aggrieved employees as exempt when they did not satisfy California's requirements for any executive, administrative, or professional exemption.

First, Employers failed to satisfy the salary-threshold requirement. Under California law, exempt employees generally must be paid a monthly salary equivalent to no less than two times the state minimum wage for full-time employment. Here, Claimant's annualized compensation fell below the required exempt salary threshold during multiple applicable pay periods. Because the salary threshold is an independent requirement for exempt status, the claimed exemption failed regardless of Claimant's job title, salary label, or Employers' internal classification.

Second, Claimant and aggrieved employees did not satisfy the duties test for any recognized exemption. Claimant's actual duties were primarily routine and operational. She performed client-service, advisor-support, scheduling, document-processing, communication, clerical, administrative, and office-support tasks. Her work was governed by Northwestern Mutual's policies, procedures, business practices, instructions, and supervisory expectations. She did not customarily and regularly exercise discretion and independent judgment on matters of significance.

Claimant and similarly situated employees did not manage the enterprise or a recognized department or subdivision. They did not direct the work of two or more employees as their primary duty. They did not have meaningful authority over hiring, firing, discipline, promotion, compensation, policy formation, budgeting, business strategy, or other managerial decisions. They did not perform work requiring advanced knowledge in a recognized learned profession in the manner required to qualify for the professional exemption.

Employers knew or should have known that Claimant and aggrieved employees were not exempt. Employers knew their actual duties, controlled their job assignments, dictated their procedures, supervised their work, and knew or should have known the amounts they were paid. Nevertheless, Employers classified them as exempt, failed to track all hours worked, failed to pay overtime, failed to provide lawful breaks, failed to issue compliant wage statements, and failed to pay all wages owed.

Employers' violation is especially clear because the claimed exemption failed at the salary-threshold level before the duties analysis is even reached. Employers could not lawfully avoid California's overtime, meal-period, rest-period, wage-statement, reimbursement, recordkeeping, and final-wage requirements merely by labeling Claimant and aggrieved employees "salaried" or "exempt." Additionally, Employers' violation of the Labor Code was willful, since Plaintiff complained that she was misclassified and was told Employers would not correct her classification to non-exempt and would not pay her all earned wages.

V. FAILURE TO PAY OVERTIME WAGES

Employers violated Labor Code sections 510, 1194, 1197, 1198, and the applicable Wage Order by failing to pay Claimant and aggrieved employees overtime wages for hours worked in excess of eight hours in a workday, forty hours in a workweek, and/or for the first eight hours worked on the seventh consecutive day of work in a workweek, and double-time wages when applicable.

Claimant regularly worked more than eight hours per day and more than forty hours per week. Claimant regularly worked approximately fifty hours per week and frequently worked approximately nine to eleven hours in a workday. Furthermore, in an email from Joy N. Dow to Ms. Mora she stated, "you are exempt and not allotted overtime." Because Employers misclassified Claimant and aggrieved employees as exempt, Employers failed to record all hours worked and failed to pay overtime compensation at the legally required rates.

The overtime violations were not isolated or accidental. They resulted from Employers' uniform exemption-classification decisions, payroll practices, timekeeping failures, staffing practices, workload demands, and operational expectations. Employers knew or should have known that

Claimant and aggrieved employees were working overtime hours because supervisors, managers, advisors, and other company representatives assigned work, communicated with employees outside regular hours, monitored output, received the benefit of the work, and maintained staffing levels that required employees to work extended hours.

VI. FAILURE TO PAY MINIMUM WAGES AND ALL REGULAR WAGES OWED

Employers violated Labor Code sections 204, 216, 218.6, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable Wage Order by failing to pay Claimant and aggrieved employees at least minimum wages and all regular wages owed for all hours worked.

Because Employers classified Claimant and similarly situated employees as exempt, Employers did not maintain accurate systems to record all compensable time. Claimant and aggrieved employees performed compensable work before their shifts, after their shifts, during meal periods, during rest periods, outside scheduled hours, and on days they were not scheduled to work. Employers failed to pay them for all such time.

Claimant and aggrieved employees frequently received and responded to work-related calls, emails, and text messages outside scheduled work hours concerning scheduling, assignments, client matters, document processing, office coverage, operational issues, and other workplace responsibilities. This time was compensable. Employers failed to record it, failed to pay it, and failed to include it in calculating overtime compensation.

VII. OFF-THE-CLOCK WORK

Employers violated Labor Code sections 204, 510, 1194, 1197, 1198, and the applicable Wage Order by requiring, permitting, or suffering Claimant and aggrieved employees to perform off-the-clock work without compensation.

Claimant and aggrieved employees were expected to remain available for work-related communications outside scheduled hours. They received work-related calls, text messages, emails, and other communications from supervisors, managers, advisors, and other company representatives concerning scheduling, assignments, client issues, document processing, office coverage, operational matters, and other job duties.

Employment records and documentary evidence show that Claimant regularly received work-related text messages, emails, and phone calls from her supervisor before work, after work, during meal periods, and on days when she was not scheduled to work or attempted to utilize leave. These communications concerned scheduling, client issues, document processing, office coverage, assignments, and operational matters. Claimant was expected to respond promptly and was not paid for this time.

Employers knew or should have known this work was being performed because supervisors, managers, advisors, and other agents of Employers initiated, received, reviewed, directed, or benefited from these communications. Employers failed to implement lawful timekeeping systems to capture this time, failed to instruct employees to record all such time, failed to pay for it, and failed to include it in overtime calculations.

VIII. MEAL-PERIOD VIOLATIONS

Employers violated Labor Code sections 226.7 and 512, and the applicable Wage Order, by failing to provide Claimant and aggrieved employees with lawful, timely, duty-free, uninterrupted meal periods and by failing to pay required meal-period premium wages.

Claimant and aggrieved employees frequently worked through meal periods, missed meal periods, took late meal periods, took shortened meal periods, or had meal periods interrupted due to inadequate staffing, workload demands, business operations, office coverage needs, customer-service obligations, client-service demands, and management's failure or refusal to permit duty-free breaks during business hours.

Claimant's meal periods were regularly missed, delayed, interrupted, or spent working at her desk. In the rare instances when Claimant attempted to take a meal period, her meal period was delayed or interrupted when her supervisor requested immediate assistance with job duties. Employers' failure to provide compliant meal periods to Claimant and aggrieved employees was willful, since Claimant complained about missing meal periods. In response, Claimant was told she was not owed a meal period because she was a salaried employee. Specifically, "it's not legally mandated in this role as you are paid regardless of hours worked."

Employers failed to provide lawful first meal periods, failed to provide lawful second meal periods when required, failed to provide a meal period before the start of the sixth hour of work, failed to relieve employees of all duties, failed to maintain compliant meal-period practices, failed to record missed, late, shortened, or interrupted meal periods, and failed to pay one additional hour of pay at the employee's regular rate of compensation for each workday on which a compliant meal period was not provided.

IX. REST-PERIOD VIOLATIONS

Employers violated Labor Code section 226.7 and the applicable Wage Order by failing to authorize and permit Claimant and aggrieved employees to take lawful, duty-free, uninterrupted rest periods and by failing to pay required rest-period premium wages.

Claimant and aggrieved employees frequently missed, delayed, shortened, or had interrupted rest periods because of inadequate staffing, workload demands, customer-service demands, client-service needs, office traffic, supervisor requests, and pressure to remain available for immediate work needs. Employers did not schedule, track, authorize, or ensure lawful rest periods.

Claimant and aggrieved employees were expected to remain available to answer phones, respond to clients, assist supervisors, process documents, coordinate scheduling, maintain office coverage, and keep office operations moving. Because of inadequate staffing and workload demands, Claimant was repeatedly unable to take uninterrupted ten-minute rest periods. Claimant was also discouraged from taking breaks because "the work must get done."

Employers failed to maintain policies, staffing levels, and supervisory practices that authorized and permitted compliant rest periods, and failed to pay one additional hour of pay at the employee's regular rate of compensation for each workday on which a compliant rest period was not authorized and permitted.

X. FAILURE TO MAINTAIN ACCURATE PAYROLL, TIME, AND EMPLOYMENT RECORDS

Employers violated Labor Code sections 1174, 1174.5, 1198, and the applicable Wage Order by failing to maintain accurate records of all hours worked, wages earned, meal periods, applicable rates of pay, deductions, wage-statement information, and other required payroll and employment records.

Because Employers classified Claimant and aggrieved employees as exempt, Employers failed to accurately record all hours worked. Employers also failed to maintain accurate records reflecting off-the-clock work, interrupted breaks, missed breaks, delayed meal periods, shortened meal periods, overtime hours, premium wages, and all compensable work performed outside scheduled hours.

These recordkeeping violations were both derived of and independently caused by Employers' uniform misclassification, payroll, timekeeping, staffing, and operational practices.

XI. WAGE-STATEMENT VIOLATIONS

Employers violated Labor Code sections 226 and 226.3 by failing to provide Claimant and aggrieved employees accurate, itemized wage statements showing all information required by law, including gross wages earned, total hours worked where applicable, all deductions, net wages earned, inclusive dates of the pay period, applicable hourly rates, corresponding hours worked at each rate, the employer's legal name and address, and all other required information.

Claimant did not receive a single wage statement during her employment. In or around January 2025, Claimant attempted to view her available sick time and PTO hours and requested copies of her paystubs from Stewart Solutions' Human Resource director. Human Resources told Claimant she could obtain copies from Joy Dow. When Claimant repeated her request to Joy Dow, she was told not to worry because she "does not have any available sick time or PTO anyway."

Employers' failure to provide accurate, or any, wage statements prevented Claimant and aggrieved employees from promptly and easily determining whether they had been paid all wages owed, whether overtime was properly paid, whether all hours worked were recorded, whether meal and rest premiums were paid, whether deductions were lawful, whether sick leave or PTO was available, and whether the employer's legal name and address were accurately stated.

To the extent Employers issued wage statements to any aggrieved employees, those wage statements were inaccurate because they failed to identify all hours worked, failed to include off-the-clock work, failed to include overtime wages, failed to include meal-period premiums, failed to include rest-period premiums, failed to reflect all applicable rates of pay, failed to accurately state gross and net wages earned, and/or failed to accurately identify the correct legal employer name and address.

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XII. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

Employers violated Labor Code sections 204, 210, 216, 218.6, and related provisions by failing to timely pay all wages owed to Claimant and aggrieved employees during employment.

Because Employers failed to pay all regular wages, minimum wages, overtime wages, off-the-clock wages, meal-period premiums, rest-period premiums, and other compensation owed, Claimant and aggrieved employees were not paid all wages within the time required by California law. These violations occurred each pay period in which Employers failed to pay all wages owed on the regular payday for the applicable pay period.

XIII. FAILURE TO TIMELY PAY ALL FINAL WAGES

Employers violated Labor Code sections 201, 202, and 203 by failing to timely pay all final wages owed to Claimant and other separated aggrieved employees upon termination, resignation, or other separation from employment.

Claimant voluntarily terminated her employment effective June 13, 2025. At the time of separation, Employers failed to pay all wages due and owing, including unpaid overtime, unpaid wages for off-the-clock work, unpaid meal-period premium wages, unpaid rest-period premium wages, unused vacation time, unreimbursed business expenses, and other compensation owed.

Employers' failure to pay all final wages was willful because Employers knew or should have known that Claimant and aggrieved employees were misclassified, worked uncompensated time, missed or experienced interrupted breaks, incurred necessary business expenses, and were owed additional wages.

XIV. FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

Employers violated Labor Code section 2802 by failing to indemnify Claimant and aggrieved employees for necessary expenditures incurred in direct consequence of their duties.

Claimant and aggrieved employees were required to use their personal cell phones, personal cellular data plans, and related personal resources for work-related communications and tasks, including calls, emails, text messages, scheduling, assignments, operational communications, client-service communications, supervisor communications, and other work-related duties.

Employers knew or should have known that employees were using personal devices and data plans for work because supervisors, managers, advisors, and other company representatives communicated with employees through those channels and required Claimant and aggrieved employees to always be available to take calls. Employers nevertheless failed to reimburse Claimant and aggrieved employees for a reasonable portion of their personal cell phone expenses, data expenses, and related costs incurred for work purposes.

XV. FAILURE TO PROVIDE REQUIRED PAID SICK LEAVE, PTO, AND RELATED WAGE INFORMATION

Employers violated Labor Code sections 226, 246, 247.5, and related provisions by failing to provide accurate wage, payroll, sick leave, PTO, and related information to Claimant and aggrieved employees.

Claimant requested paystubs and information concerning available sick time and PTO. Instead of providing compliant wage statements or accurate payroll and paid-sick-leave information, Employers shuffled Claimant between Human Resources and her supervisor. Employers still refused to provide copies of Claimant's wage statements (even after her Counsel demanded them pursuant to Labor Code § 226(c) and simply told her she had no available sick time or PTO. Employers' conduct prevented Claimant from verifying her wages, hours, benefits, sick leave, PTO, deductions, rates of pay, and other wage-statement information required by California law.

To the extent Employers failed to properly accrue, track, report, or make available paid sick leave, Employers violated California's paid sick leave requirements and related notice, recordkeeping, and anti-interference provisions.

XVI. FAILURE TO PROVIDE ACCURATE LABOR CODE SECTION 2810.5 NOTICE

Employers violated Labor Code section 2810.5 by failing to provide Claimant and aggrieved employees with a compliant written notice accurately identifying the correct employer entity names, employer addresses, pay rates, pay basis, regular payday, workers' compensation carrier information, and other required information.

Claimant was not provided with a correct Labor Code section 2810.5 notice identifying the correct employer entity names. This failure was material because Employers operated through multiple related entities, offices, network structures, supervisors, advisors, and marketing names, including Northwestern Mutual, Stewart Solutions, the Northwestern Mutual Stewart Network

Offices, and WiseFit Wealth Management and Insurance Solutions. The failure to provide accurate employer-identification information impaired Claimant's ability to determine who employed her, who controlled her wages and working conditions, and who was responsible for compliance with California wage-and-hour law.

XVII. FAILURE TO PRODUCE OR PROVIDE REQUIRED WAGE, PAYROLL, AND PERSONNEL RECORDS

Employers violated Labor Code sections 226, 1198.5, and related provisions to the extent Claimant and aggrieved employees requested wage statements, payroll records, personnel records, or related employment records and Employers failed to provide those records within the time and manner required by law.

Claimant requested paystubs and was not provided them. Instead, she was redirected and discouraged from pursuing the information. This supports a reasonable inference that Employers failed to maintain, provide, and/or make available accurate wage and payroll records as required by California law.

XVIII. UNLAWFUL AND UNFAIR BUSINESS PRACTICES

Employers' Labor Code violations also constitute unlawful and unfair business practices under Business and Professions Code section 17200 et seq. Employers gained an unfair competitive advantage by failing to pay all wages, overtime, premium wages, final wages, and business-expense reimbursements owed; failing to provide accurate wage statements and required notices; failing to maintain accurate records; and shifting business expenses to employees.

Although this notice is submitted for purposes of PAGA civil penalties, the underlying unlawful and unfair business practices demonstrate that Employers' violations were systematic, uniform, and business wide.

XIX. POLICIES, PRACTICES, AND SYSTEMS GIVING RISE TO THE VIOLATIONS

The violations described in this notice were not isolated, accidental, or individualized. They resulted from Employers' common policies, practices, procedures, payroll systems, exemption-classification decisions, staffing practices, operational requirements, and supervisory expectations, including but not limited to:

Employers' classification of Client Service Representatives, Associate Agents, advisor-support employees, administrative-support employees, operational-support employees, office-support employees, and similarly-situated employees as exempt; failure to satisfy the minimum salary threshold for exempt classification; assignment of primarily non-exempt duties to employees classified as exempt; failure to track all hours worked by employees classified as exempt; failure to pay overtime; failure to pay minimum and regular wages for all compensable work; failure to maintain compliant meal-period practices; failure to maintain compliant rest-period practices; failure to staff offices adequately to permit lawful breaks; failure to record interrupted, delayed, shortened, or missed breaks; failure to pay meal and rest period premiums; failure to compensate off-the-clock work; failure to issue accurate wage statements; failure to provide wage statements upon request; failure to timely pay all wages during employment; failure to timely pay all final wages upon separation; failure to reimburse necessary business expenses; failure to provide accurate paid sick leave/PTO information; failure to provide compliant Labor Code section 2810.5 notices; and failure to maintain and produce required wage, payroll, and personnel records.

Employers knew or should have known of these violations because the practices were implemented through companywide, officewide, and/or networkwide policies, payroll systems, managerial directives, staffing decisions, supervisor communications, and routine business operations. Employers' supervisors, managers, advisors, officers, directors, managing agents, and other persons acting on behalf of Employers participated in, implemented, approved, authorized, or ratified the policies and practices described herein.

XX. PAGA PENALTIES AND RELIEF SOUGHT

Claimant seeks civil penalties under Labor Code sections 2698 et seq., including Labor Code section 2699, on behalf of herself, the State of California, and all aggrieved employees. Claimant seeks penalties for each pay period in which Employers violated the Labor Code as to Claimant and aggrieved employees, including penalties arising from misclassification, unpaid wages, unpaid minimum wages, unpaid overtime wages, off-the-clock work, missed, late, shortened, or interrupted meal periods, missed, shortened, or interrupted rest periods, unpaid meal and rest period premiums, inaccurate and missing wage statements, failure to maintain accurate records, failure to timely pay wages during employment, failure to timely pay final wages, failure to reimburse business expenses, failure to provide accurate sick leave/PTO information, and failure to provide compliant Labor Code section 2810.5 notices.

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CALLAHAN THOMPSON SHERMAN & CAUDILL LLP

Claimant seeks all available civil penalties, attorneys' fees, costs, interest, injunctive relief where available under the applicable PAGA framework, and all other relief available under PAGA and the California Labor Code. To the extent Employers contend any violation is curable, Claimant does not concede that any cure is sufficient, complete, timely, lawful, or available under the circumstances. This is especially true since Claimant notified Employers of their systematic Labor Code violations and they took no actions to make corrections. Any purported cure must fully comply with the Labor Code and applicable PAGA requirements, including making each affected employee whole for the full period required by law, with all wages, premiums, reimbursements, interest, liquidated damages where applicable, fees, costs, corrected wage statements, accurate records, and prospective compliance.

XXI. REQUEST FOR LWDA ACTION OR RIGHT TO PROCEED

Claimant requests that the LWDA investigate the violations described in this notice. If the LWDA declines to investigate, fails to provide timely notice of its intent to investigate, does not issue a citation or file suit within the applicable statutory period after electing to investigate, determines that Claimant may proceed, or otherwise permits Claimant to proceed under Labor Code section 2699.3, Claimant intends to pursue a civil action under PAGA on behalf of herself, the State of California, and all aggrieved employees.

Claimant reserves all rights, claims, penalties, remedies, and theories available under California law.

If you have any questions regarding this letter, please let us know.

Sincerely,

CALLAHAN, THOMPSON, SHERMAN & CAUDILL LLP

ANNETTE C. CLARK

ACC:grd