SULLIVAN & YAECKEL

LAW GROUP

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2330 THIRD AVENUE
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June 2, 2026

Labor and Workforce Development Agency
Attn. PAGA Administrator

Submitted Via Online Filing

Re: **Melissa Cancel v. Paint The Town LLC**
Our File No.: 7568

Dear Administrator:

Please allow this correspondence to serve as "written notice," as required by California Labor Code section 2699.3(a)(1), of the specific provisions of the California Labor Code believed to have been violated by Paint The Town LLC (Hereinafter referred to as "PTT" and/or "Defendant"). This "written notice" is filed on behalf of Melissa Cancel (hereinafter referred to as "Ms. Cancel" and/or "Plaintiff") and all current and former non-exempt employees employed by Defendant. Thank you for your assistance and instruction on this issue.

Please Note: In providing said notice, the Plaintiff intends to proceed in a "representative capacity only." The Plaintiff is not seeking any individual relief. This is consistent with recent California Court of Appeal precedent. See *Balderas v Fresh Start Harvesting, Inc.* (2024) 101 Cal.App.5th 533; *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109 Cal.App.5th 69. However, the Plaintiff is also aware of a potentially conflicting Court of Appeal Opinion in *Leeper v. Shipt, Inc.* (2024) 107 Cal.App.5th 1001. The *Leeper* Court required a PAGA Plaintiff to proceed on a representative and individual basis. Accordingly, the Plaintiff has also provided notice herein of individual Labor Code violations experienced by the Plaintiff. The Plaintiff will pursue penalties for these individual violations only in the event that future precedent, or a ruling from the Court, requires that the Plaintiff proceed in an individual and representative basis.

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The specific provisions alleged to have been violated by Defendant are as follows:

> CALIFORNIA LABOR CODE SECTIONS 201-203, 204, 221, 224, 226, 226(a), 226.7, 227.3, 351, 353, 510, 511, 512, 1194, and 2802, as well as IWC Wage Order 4, and/or any other applicable wage orders, codified as Title 8, California Code of Regulations, section 11040 *et seq*., or any other applicable wage orders.

<u>Facts and theories supporting the allegations</u>: Ms. Cancel was employed as an employee for Defendant from approximately March 2025 through the current date.

Throughout the term of the Plaintiff's employment, Defendant required the Plaintiff and all other non-exempt employees to experience actions illegal under the California Labor Code, including the following:

<u>Minimum Wage and Overtime Violations</u>

- Defendant failed to provide all compensation, including minimum wage and overtime compensation, as well as compensation for work performed inside of Meal and Rest Periods, to its employees in violation of, *inter alia*, Labor Code sections 204, 1194, 510, IWC Wage Order 4, and/or any other applicable wage orders. This illegal action is due, in part, to Defendant's policies of **(1)** failing to properly retain accurate Time Records, in violation of California law, and **(2)** failing to provide compensation (including both minimum and overtime compensation) for all time worked by the employees, or in control of the employer. For instance, Defendant would instruct Plaintiff to report scheduled (as opposed to *actual*) work hours, resulting in a loss of compensation. Additionally, Defendant would often require Plaintiff to work extended hours (beyond scheduled hours), without compensation. Ms. Cancel worked "Paint Party" Engagements which were scheduled to last at least 2.5 hours earch, however Ms. Cancel often worked in excess of 3.5 hours on each engagement. Ms. Cancel was not compensated for this extra time. Further, Defendant would regularly contact Plaintiff outside of normal work hours (*i.e.*, "after hours" or during lunch) without compensation.

- Additionally, among other issues, Defendant has notice of Plaintiff, and others, working outside of their scheduled and/or reported hours, as well as *within* Meal and Rest Periods, but fails to provide any compensation for this work-time. Plaintiff was frequently scheduled to be "On Call" outside of when their work shifts ended, but was never compensated for this time. Further, Defendant failed to properly calculate and pay overtime at the actual overtime rate of pay, as Defendant ignores certain compensation, like bonuses for scheduling multiple engagements, when calculating the Regular Rate of Pay.

- Defendant would withhold payment of wages in violation of Labor Code Sections 221 and 224 when it deemed the employee had not performed a satisfactory job.

Labor Code Section 221 specifically states, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Ms. Cancel's signed Employment Contract, which clearly identifies her as a "W-2 Employee", states, "Full compensation is contingent upon satisfactory performance as expressed by customer feedback and observed by the Employer. The Employer reserves the right to withhold up to 50% of payment in cases of extreme poor performance." (**Exhibit A**).

Failure to Provide Compliant Meal Periods

- Defendant failed to provide compliant Meal Periods or requisite Meal Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 4, and/or any other applicable wage orders. For example, Defendant does not possess a legal Meal Period policy and makes no attempt to ensure that its employees are either timely or wholly provided Meal Periods. The employees would often either miss a Meal Period entirely, or be provided a short or untimely Meal Period. Whether or not an employee was provided a Meal Period was often contingent upon how busy the employees were on a given day.

- Defendant would pressure its employees to either skip, or cut short, a Meal Period as employees were expected to respond to supervisors and/or clients at all times. Defendant has never provided a compliant Meal Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions when employees *were* paid Meal Period penalties (*i.e.* California Meal Period Premiums), such payments do not "cure" the stated Labor Code violation under section 226.7. The California Supreme Court held that "An employer's failure to provide an additional hour of pay does not form part of a section 226.7 violation, and an employer's provision of an additional hour of pay does not excuse a section 226.7 violation. The failure to provide required meal and rest breaks is what triggers a violation of section 226.7." *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256, italics added. Even more recently, a 2020 California Supreme Court ruling stated that, "The remedy for a Labor Code violation, through settlement or other means, is distinct from the fact of the violation itself. For example, employers can pay an additional hour of wages as a remedy for failing to provide meal and rest breaks. (§ 226.7, subd. (c).) But we have held that payment of this statutory remedy 'does not excuse a section 226.7 violation.'" *Kim v. Reins International California, Inc.*, (2020) 9 Cal.5th 73. To be clear, payment of a Meal Period penalty to employees does not rectify the violation, it is in fact an admission of a Labor Code violation. Finally, Defendant failed to pay Meal Period Premiums at the proper rate, as Defendant fails to either **(1)** pay a full hours worth of pay, or **(2)** properly calculate the regular rate of pay for purposes of determining the premium rate owed. *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858.

- Defendant required its employees to constantly monitor their cell phones and be "on-call" at all times, specifically during Meal Periods. On occasion, Defendant would interrupt, or cut short, its employees' Meal Periods and require them to return to work.

- Defendant illegally retained control over its employees during Meal Periods. For example, Defendant required its employees to "remain on the premises," and to remain "On Call" (*i.e.* monitor their phones) at all times, including during Meal Periods.

<u>Failure to Provide Compliant Rest Periods</u>

- Defendant failed to provide compliant Rest Periods or requisite Rest Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 4, and/or any other applicable wage orders. For example, Defendant does not possess a legal Rest Period policy. Defendant makes no attempt to ensure that its employees are either timely or wholly provided Rest Periods. The employees would often either miss a Rest Period entirely, be provided a short or untimely Rest Period, or be provided only one Rest Period, even when they were working in excess of 6.5 hours a day. Defendant would pressure its employees to either skip, or cut short, a Rest Period as employees were expected to respond to supervisors and/or clients at all times. Defendant has never provided a compliant Rest Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions in which Defendant would provide a Rest Period penalty, it would pay said penalty at an improper (and *lesser*) rate, due to the failure to properly calculate the Regular Rate of Pay.

- Defendant required its employees to constantly monitor their cell phones and be "on-call" at all times, specifically during Rest Periods. On occasion, Defendant would interrupt, or cut short, its employees' Rest Periods and require them to return to work. Plaintiff was required to respond to supervisors and/or clients during Rest Periods.

- Finally, Defendant illegally retained control over its employees during Rest Periods. For example, Defendant required its employees to "remain on the premises," and to remain "On Call" (*i.e.* monitor their telephones) at all times, including during Rest Periods.

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Wage Statement Violations

- Defendant violated Labor Code section 226(a)**(2)** by failing to furnish an accurate showing of all hours worked at each hourly rate by the employee. Plaintiff and other employees were not compensated for all hours worked (due in part to Defendants's requirement that employees list only *scheduled* work-times, not actual work-times.)

- Defendant violated Labor Code section 226(a)**(5)** by failing to furnish an accurate showing of the net wages earned by its employees. For example, Defendant **(a)** would not provide compensation for all hours and minutes worked, **(b)** would use an improper (and lesser) Overtime Rate of Pay, and **(c)** would fail to pay Meal and/or Rest Period penalties when due. Further, on the rare occasions in which Defendant would provide a Meal or Rest Period penalty, it would pay said penalty at an improper (and lesser) rate, due to the failure to properly calculate the Regular Rate of Pay.

- Defendant violated Labor Code section 226(a)**(9)** by failing to furnish an accurate showing of all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendant does not explain how its system describes "time worked" on the Wage Statement itself. As such, Plaintiff cannot "readily ascertain" what these figures mean. This is because Defendant is apparently using a time-calculating system other than "minutes," but without explanation to the employees within the wage statement. As minutes are measured on a scale of 1 through 60, it is not apparent what these figures (*i.e.* ".71") are meant to represent. Without an explanation for how these figures were arrived at, employees cannot "readily ascertain" their total hours worked. Therefore, Defendant failed to provide an accurate showing of the "total hours worked" by its employees pursuant to section 226(a)(2), due to all the aforesaid reasons.

Failure to Provide Compliant Expense Reimbursement Payments

- Defendant failed to provide compliant expense reimbursement payments in violation of, *inter alia*, Labor Code section 2802, by failing to provide payments for expenses incurred by Plaintiff and other non-exempt employees, including expenses for cell-phone costs, mileage, and work-related art supplies. Plaintiff was routinely contacted during and after scheduled work hours by Defendant regarding work related matters on her personal cell phone. She never received a cell phone reimbursement. Additionally, Plaintiff was required to purchase work-related art supplies for "Painting Party" engagements when PTT failed to provide adequate supplies. Ms. Cancel was never compensated for her gas and mileage when she performed this duty.

Failure to Provide Compensation for Gratuities Earned

- PTT failed to ensure that its nonexempt employees fully received the gratuities left for the nonexempt employees by PTT's patrons, in that PTT and its agents would collect and/or take a portion of the gratuities for themselves. For example, Ms. Cancel will testify on occasions when PTT's clients paid and tipped her through an invoice directly to PTT she would not be paid the full amount the client left for her personal tip. On one such occasion, the client showed Ms. Cancel that she had left a $95.00 dollar tip, but PTT only compensated her for $30.00, in violation of Labor Code section 351. PTT also fails to keep accurate records of all gratuities received, in violation of Labor Code section 353.

Failure to Provide Time Records

- PTT failed to provide a complete copy of Ms. Cancel's Time Records and Wage Statements. On April 28, 2026 our office on behalf of Ms. Cancel made requests for her personnel files, including Ms. Cancel's Time Records and Wage Statements. (Please see **Exhibit B**). As of the current date it has been **34 days** since Ms. Cancel has requested a copy of her personnel files. Labor Code § 226(a)-(b) and California Code of Regulations, title 8, section 11040(7)(A)-(C) provides that every current and former employee's Time Records and Wage Statements be made available for inspection upon reasonable request. Accordingly PTT is liable to Ms. Cancel under Cal. Civ. Code section 1198.5.

To confirm, Defendant is a "person" as defined within California Labor Code section 18.

Again, thank you for your assistance and instruction throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very Truly Yours,

Eric K. Yaeckel, Esq.

Courtesy Copy Via Certified U.S. Mail

Phillip Orr
Agent of Service of Process for
Paint The Town LLC
2254 Sierra Meadows Dr., Ste. A
Rockliln, CA 95677

Human Resources
Paint The Town LLC
2254 Sierra Meadows Dr., Ste. A
Rocklin, CA 95677

Courtesy Copy Via E-Mail

CDF LABOR LAW
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Exhibit A

PAINT THE TOWN EMPLOYMENT CONTRACT [W-2 EMPLOYEE]

THIS CONTRACT is made as of March 13, 2025, between Company Name, Paint the Town LLC, a corporation incorporated under the laws of California and having its principal place of business at 179 Utah Ave, South San Francisco, CA, the Employer; and Melissa Cancel, of San Diego, the Employee.

WHEREAS the Employer desires to obtain the benefit of the services of the Employee, and the Employee desires to render such services on the terms and conditions set forth.

IN CONSIDERATION of the promises and other good and valuable consideration, the parties agree as follows:

Employment
The Employee, referenced throughout as "Employee," agrees that they will at all times faithfully, industriously, and to the best of their skills, experience, and talents, perform all of the duties required of the position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules, and regulations, both written and oral, as announced by the Employer from time to time.

Position Title
As a Painting Instructor, the Employee is required to perform all of their necessary job functions and duties, referenced throughout as the "Job Duties" and detailed below:

> Facilitation of painting parties, face painting, or caricature engagements sourced by the Employer, including but not limited to: delivering all supplies and materials necessary for the engagement (which are provided by the Employer), printing or painting reference artwork, arriving early and setting up, instructing customers through their chosen artwork, providing artistic guidance, and cleaning up events.

This is a part-time position, expected to average 2.5 hours per event. The Employee can accept engagements based on his or her availability and free will. Once an engagement is accepted, the Employee must carry out the Job Duties to the best of his or her ability.

Compensation
As compensation for the Job Duties, the Employee shall be paid at the following rates:

For Assisting the Lead Painting Instructor at Engagements: $20.00 per hour.

For Onsite Engagements: $35.00 per hour for the first 2.50 hours onsite, plus $30.00 per hour for each hour after that. Activities required to carry out each engagement include preparation of supplies and reference artwork, onsite set up, instruction, and clean up.

For Virtual Engagements: $25.00 per hour spent online facilitating virtual engagements.

Tips and Company Bonuses: On a monthly basis, the Employer will pay $20.00 for each customer feedback score of 9 or higher on the Instructor Satisfaction question, provided all requirements for eligibility are met. Tips may also be paid by customers, which will be added to the biweekly payments.

For Face Painting: $40.00 per hour

For Caricatures: $50.00 per hour

Such payments shall be subject to normal mandatory deductions by the Employer (i.e., Federal & State Taxes, Social Security, Medicare).

Full compensation is contingent upon satisfactory performance as expressed by customer feedback and observed by the Employer. The Employer reserves the right to withhold up to 50% of payment in cases of extreme poor performance, and will pay the remaining 50% compensation once all feedback areas have been remediated by the Employee.

The Employee shall be compensated for travel expenses incurred in performing the Job Duties per the following:

Mileage: $0.40 per mile traveled from the Employee's primary residential address.

Parking: The Employer will make reasonable efforts to find free or pre-reserved parking for engagements. If the Employee must pay for parking, proof of payment must be submitted to the Employer. The Employer will reimburse up to $6.00 per hour for parking.

Every two weeks, the Employer shall remit payment to the Employee on Tuesday evenings for completed engagements. Payment to the Employee will be in the form of Veem or Paychex transfer through the payroll system.

Supplies and Materials

Supplies and materials (the "Supplies") purchased and provided by the Employer for use in executing the Services are the property of the Employer. The Employee shall store all Supplies with care and bring them to each engagement. After each engagement concludes, the Employee shall clean any necessary items, such as paint brushes and cups, and safely store them again.

If any Supplies are damaged, lost, or stolen while in possession of the Employee, they must be replaced immediately and at the Employee's expense. Supplies may only be used in performing the Services, unless authorized for other uses by the Employer.

At-Will Employment

While we look forward to a long and profitable relationship, the Employee will be an at-will employee of the Employer, which means the employment relationship can be terminated by either party for any reason, at any time, with or without prior notice and with or without cause. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this contract) should be regarded by the Employee as ineffective.

The Employee may at any time terminate this contract and employment by giving not less than [30 days] written notice to the Employer. The Employee agrees to return any and all property of the Employer at the time of termination.

Confidentiality
The Employee agrees to hold and treat all confidential information of the Employer, including, but not limited to, trade secrets, sales figures, internal processes, proprietary information, employee and customer information, and any other information that the Employee reasonably should know is confidential ("Confidential Information") as confidential and will not disclose this information outside of the Employer. The Employee will protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.

Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information.

The Employee agrees not to use the Employer's customers and partnerships to create or manage a competing practice for the Job Duties in which the Employer engages.

Integration
This contract contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

Authorization to Work
Please note that because of employer regulations adopted in the Immigration Reform and Control Act of 1986, within three (3) business days of starting your new position, the Employee will need to present documentation demonstrating that he or she has authorization to work in the United States.

Severability of Contract
The parties hereto agree that in the event any article or part thereof of this contract is held to be unenforceable or invalid, then said article or part shall be struck, and all remaining provisions shall remain in full force and effect.

Choice of Law
This contract shall be governed, interpreted, and construed in accordance with the laws of the State of California.

If you decide to accept this Employment Contract, please sign in the space indicated. Your signature will acknowledge that you have read, understood, and agreed to the terms and conditions of this agreement

IN WITNESS WHEREOF the Employer has caused this contract to be executed by its duly authorized officers and the Employee has agreed as of the date first above written.

SIGNED in the presence of:

[redacted]

IN WITNESS WHEREOF the Employer has caused this contract to be executed by its duly authorized officers and the Employee has agreed as of the date first above written.

SIGNED in the presence of:

[redacted]

Exhibit B

SULLIVAN & YAECKEL

LAW GROUP

A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

April 28, 2026

Philip Orr *Via Certified Mail*
Agent of Service of Process for
Paint The Town LLC
2254 Sierra Meadows Dr., Ste. A
Rocklin, CA 95677

Human Resources Director *Via Certified Mail*
Paint The Town LLC
2254 Sierra Meadows Dr., Ste. A
Rocklin, CA 95677

Re: **Melissa Cancel**
Our File no.: 7568

Dear Human Resources Director:

Please allow this correspondence to serve as a request for personnel records in possession of Paint The Town LLC, (hereinafter referred to as "PTT"). Our client, Melissa Cancel ("Ms. Cancel"), requests (a) to inspect her personnel files and records, (b) to copy payroll records pertaining to her employment, and (c) that PTT produce copies of all instruments Ms. Cancel signed relating to her employment. Thank you for your assistance in this matter.

Please find attached a copy of an Authorization to Disclose Information, signed by Ms. Cancel.

The instant request is made pursuant to, among others, California Labor Code section 1198.5:

> (a) Every employee has **the right to inspect the personnel records** that the employer maintains relating to the employee's performance or to any grievance concerning the employee.
>
> (b) The employer shall make the contents of those personnel records **available to the employee at reasonable intervals and at reasonable times**. Except as provided in paragraph (3) of subdivision (c), the employer shall not be required to make those personnel records available at a time when the employee is actually required to render service to the employer.
>
> (c) The employer **shall** do one of the following:
>
> (1) Keep a copy of each employee's personnel records at the place where the employee reports to work.
>
> (2) Make the employee's personnel records available at the place where the employee reports to work within a reasonable period of time following an employee's request.
>
> (3) Permit the employee to inspect the personnel records at the location where the employer stores the personnel records, with no loss of compensation to the employee.

Additionally, Ms. Cancel requests that PTT make her payroll records available for copying, pursuant to California Labor Code sections 226(a)-(b):

> (a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 his or his social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

(b) **An employer that is required** by this code or any regulation adopted pursuant to this code to **keep the information required by subdivision (a) shall afford** current and **former employees the right to inspect or copy the records pertaining to that current or former employee**, upon reasonable request to the employer. The employer may take reasonable steps to assure the identity of a current or former employee. If the employer provides copies of the records, the actual cost of reproduction may be charged to the current or former employee.

Further, Ms. Cancel requests that PTT make her time records available for copying, pursuant to California Code of Regulations, title 8, section 11040(7)(A)-(C):

(A) Every employer shall keep accurate information with respect to each employee including the following:

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(3) **Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded.** Meal periods during which operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) **Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.**

(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the

> employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.
>
> (C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. **An employee's records shall be available for inspection by the employee upon reasonable request.**

Ms. Cancel also requests that PTT produce copies of any instrument she signed relating to her employment with PTT pursuant to California Labor Code section 432:

> If an employee or applicant signs any instrument relating to the obtaining or holding of employment, **he shall be given a copy of the instrument upon request**.

Finally, please be aware of Labor Code sections 226, 432, and 1198.5. Section 226(c) states:

> An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but **no later than 21 calendar days** from the date of the request. A violation of this subdivision is an infraction.

Given the above, we respectfully request that you provide Ms. Cancel's personnel files and Time Records for her inspection, and produce copies of all instruments signed by her relating to her employment with PTT. Please understand that unless we receive a formal reply by **Tuesday, May 19, 2026** we will have no option but to proceed formally, seeking all available remedies.

Again, thank you for your assistance throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,

Cody D. Archer, Esq.
cody@sullivanlawgroupapc.com

AUTHORIZATION TO DISCLOSE INFORMATION

This will authorize all employers, attorneys, government agencies, including the California Department of Motor Vehicles and the City of San Diego, Internal Revenue Service, Franchise Tax Board, credit bureaus, credit grantors, debt collection agencies and any and all persons to whom it may be presented to disclose to my attorneys Sullivan & Yaeckel Law Group, APC or to any authorized representative; any and all information records and reports concerning me, or any matter in which I am interested, including any and all debts, collections, employment, credit, debts, or any other matters, all as fully and as freely as you would disclose the same to me personally, it being my intent that this authorization is to serve as my consent to a full disclosure in any circumstances where my consent may be requested or required.

A copy of this authorization shall be accepted as the original. This authorization shall expire one year from the date of signature.

[redacted]