The
JHP FIRM
507 NORTH CENTRAL AVENUE, SUITE 2A
GLENDALE, CA 91203
TEL: 818.484.8742
FAX: 800.520.6455

July 23, 2026

LWDA Attn. PAGA Administrator ***(Via Online Submission through the PAGA Filing Portal)***	Albertson's LLC c/o Registered Agent CT Corporation System Amanda Garcia 330 N. Brand Boulevard, Suite 700 Glendale, CA 91203 ***(Via Certified Mail, Return Receipt Requested)*** # 9414811898765523678792 Safeway Inc. c/o Registered Agent CT Corporation System Amanda Garcia 330 N. Brand Boulevard, Suite 700 Glendale, CA 91203 ***(Via Certified Mail, Return Receipt Requested)*** # 9414811898765523678914 Albertsons Companies, Inc. c/o Registered Agent CT Corporation System Amanda Garcia 330 N. Brand Boulevard, Suite 700 Glendale, CA 91203 ***(Via Certified Mail, Return Receipt Requested)*** # 9414811898765523678990

RE:	***Arthur Garcia v. Albertson's LLC; Safeway Inc.; Albertsons Companies, Inc.*** **<u>Notice of Labor Code Violations and PAGA Penalties</u>**

To Whom It May Concern:

Please be advised that our office has been retained by Arthur Garcia ("Mr. Garcia" or "Employee") to pursue a representative action under the Labor Code Private Attorneys General Act of 2004 ("PAGA") (Cal. Lab. Code §§ 2698–2699.8) against his former employer, Albertson's LLC, doing business under the Safeway banner, and against Safeway Inc. and Albertsons Companies, Inc., to the extent each of them employed or jointly employed the Aggrieved Employees, exercised control over their wages, hours, or working conditions, or assumed or became responsible for the employment-related obligations or liabilities of another Employer identified herein relating to Mr. Garcia and the Aggrieved Employees (collectively, "Employer").

The purpose of this notice is to comply with Labor Code section 2699.3, subdivisions (a) and (c), by identifying the specific Labor Code and Industrial Welfare Commission ("IWC") Wage Order provisions violated and the facts and theories supporting the violations that Employee alleges Employer committed against him and other Aggrieved Employees.

Mr. Garcia seeks to pursue this action on behalf of himself as an Aggrieved Employee, on behalf of the State of California, and on behalf of all other current and former non-exempt, hourly-paid refrigeration and HVAC technicians, and other non-exempt field technicians employed in Employer's refrigeration and maintenance operations, who worked for Employer in California at any time during the period beginning July 23, 2025, or such earlier date as permitted by the applicable statute of limitations and all applicable tolling, including under Labor Code section 2699.3, subdivision (d), through the date of judgment, and against whom one or more of the Labor Code violations alleged herein—including the wage-and-hour, retaliation, and whistleblower violations—were committed (the "Aggrieved Employees," and such period, the "PAGA Period"). Mr. Garcia personally suffered each of the Labor Code violations alleged herein during the PAGA Period, and as to him, the violations continued through his discharge on July 13, 2026.

The policies and practices described herein are alleged to be continuing as to Employer's current employees.

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code and Wage Order violations described below.

Relevant Facts

Employer operates grocery stores and related facilities throughout California under the Albertsons, Safeway, and affiliated banners. Employer maintains a refrigeration and maintenance department that services its California stores and facilities. Mr. Garcia worked from Employer's Fullerton, California office, located at or near 1421 S. Manhattan Avenue, Fullerton, California 92831. Employer is subject to the California Labor Code and the applicable IWC Wage Orders, including Wage Order No. 4-2001 (Professional, Technical, Clerical, Mechanical, and Similar Occupations) and/or Wage Order No. 7-2001 (Mercantile Industry).

Mr. Garcia was employed by Employer as a W-2, non-exempt, hourly Refrigeration and HVAC Technician from approximately March 5, 2021 through July 13, 2026. His duties included responding to refrigeration and HVAC service calls, traveling in a company vehicle to assigned stores, diagnosing and repairing equipment, and completing related service and timekeeping records.

Mr. Garcia had no fixed daily schedule. His start times varied, often beginning at approximately 6:00 a.m., and his shifts ranged from approximately eight (8) hours to continuous stretches of as long as twenty-five (25) hours. He estimates that he regularly worked approximately thirty-five (35) to forty (40) overtime hours per week. Employer assigned him responsibility for approximately six (6) store locations and required him to respond to severity-level service calls within approximately two (2) hours.

Approximately once every five weeks, Employer required Mr. Garcia and Aggrieved Employees to serve a mandatory twenty-four-hour on-call rotation. Employer paid only for time associated with a dispatched call and did not pay for the standby period, even though technicians had to remain available, monitor calls, maintain readiness, and comply with the two-hour response requirement. Employee alleges that, considered together, these restrictions materially limited the technicians' ability to use the on-call period for their own purposes.

Employer also failed to record and pay all required dispatch-call, travel, and vehicle-related time. Before being dispatched to a store or other work location, Mr. Garcia ordinarily received a telephone call from Employer identifying the location of the assignment and describing the refrigeration, HVAC, maintenance, or repair work he was expected to perform. Mr. Garcia was required to participate in these calls to receive the assignment details, understand the nature and severity of the service issue, and determine where he was required to report. Employer did not permit Mr. Garcia to clock in when the dispatch call began and did not record or compensate him for the time spent receiving and discussing the assignment. After the call, Mr. Garcia would depart for the assigned location in Employer’s company vehicle. Employer also failed to compensate him for required travel and vehicle-related time, including traveling to assigned job sites and returning from them, as well as required vehicle parking and related tasks. The uncompensated travel and vehicle-related time totaled approximately ninety (90) minutes per workday, exclusive of the additional uncompensated time spent on dispatch calls. Employer’s timekeeping system nevertheless treated this time as noncompensable.

Employer's timekeeping practices further reduced recorded time through quarter-hour rounding. For example, a punch at 10:16 a.m. could be rounded forward to 10:30 a.m., depriving Mr. Garcia and other Aggrieved Employees of compensable time, with comparable losses occurring when clock-out punches were rounded backward. Employer possessed electronic timekeeping information capable of recording actual punch times, but paid based on rounded time that, as applied, resulted in the loss of wages.

Employer required Mr. Garcia and other technicians to enter meal-period information that did not accurately reflect whether and when a meal period was actually provided or taken. Mr. Garcia was directed to record meal periods at company-prescribed intervals even when emergency repair work prevented him from taking a meal period for as long as approximately nine (9) hours. When he attempted to report actual hours and meal-period information, Employer threatened discipline and, on at least one occasion, characterized the accurate reporting of time as "stealing." Employer required technicians to clock out for unpaid meal periods even when they continued working and Employer did not pay meal-period premiums.

Mr. Garcia was not authorized and permitted to take compliant rest periods during his approximately five years of employment. Operational demands, emergency calls, travel, and the absence of adequate relief or coverage prevented him and other technicians from taking uninterrupted, duty-free rest periods. Employer did not pay rest-period premiums.

Employer required Mr. Garcia to purchase and use personal tools, work boots, and work pants necessary to perform his assigned duties. Mr. Garcia estimates that these unreimbursed expenditures totaled approximately $5,000 per year. Employer did not reimburse him for these necessary business expenses.

Mr. Garcia complained on at least two occasions during the year preceding his termination, including on or about May 1, 2026, to Supervisor Hector Camacho, Director Paul Herman, and Human Resources representative Rudy Alvarez about unpaid wages, unpaid overtime, excessive hours, inaccurate time records, and missed meal and rest periods. Coworkers were present for at least one complaint. Management dismissed the complaints, including by responding, "That's what you signed up for," and questioned whether Mr. Garcia intended to involve a union or inform other employees about the working conditions. Employer did not correct the complained-of practices.

Employer repeatedly disputed Mr. Garcia's attempts to record all time actually worked and threatened or imposed discipline for accurate time reporting. Following an exceptionally long workday immediately before his discharge, Mr. Garcia stopped driving for safety because he was too fatigued to continue. Employer faulted him for not stopping the clock during the stop and characterized the time entry as false documentation. Employer terminated Mr. Garcia on July 13, 2026, purportedly for falsifying time records. The discharge occurred shortly after his wage-and-hour complaints and after management expressed concern that he might involve others.

Employer did not provide Mr. Garcia his final paycheck at the time of discharge. He was told that payment would be deposited later. The final payment did not include all unpaid straight-time, overtime, and double-time wages, meal and rest period premium wages, and other wages described in this notice.

Aggrieved Employees include Mr. Garcia and other current and former non-exempt, hourly-paid refrigeration and HVAC technicians employed in Employer’s California refrigeration and maintenance operations who, during the PAGA Period, were subjected to one or more of the policies and practices described herein concerning unpaid dispatch-call, travel, vehicle-related, standby, on-call, pre-shift, post-shift, or meal-period work; unlawful timekeeping and rounding; unpaid straight-time, overtime, and double-time compensation; noncompliant meal and rest periods; unreimbursed necessary business expenses; inaccurate wage statements and payroll records; untimely payment of wages during employment or at separation; and retaliation, discipline, discharge, or other adverse action for complaining about, reporting, disclosing, or discussing unpaid wages, hours, meal or rest periods, or other unlawful working conditions.

<u>Failure to Pay Overtime and Double-Time Wages</u>

California law requires employers to pay non-exempt employees one and one-half times their regular rate of pay for all hours worked in excess of eight (8) hours in a workday or forty (40) hours in a workweek, and for the first eight (8) hours worked on the seventh consecutive day of work in a workweek. Work in excess of twelve (12) hours in a workday and in excess of eight (8) hours on the seventh consecutive day must be paid at twice the regular rate. (Lab. Code § 510; applicable IWC Wage Order.) Labor Code sections 1194 and 1198 authorize recovery of unpaid overtime and prohibit employment under conditions that violate the applicable Wage Order.

Mr. Garcia and Aggrieved Employees regularly worked workdays exceeding eight (8) and twelve (12) hours and workweeks exceeding forty (40) hours. His actual work included service and repair work; mandatory pre-dispatch telephone calls during which Employer communicated the nature, severity, and location of his assignments; travel in a required company vehicle; required vehicle parking and related tasks; work performed during recorded meal periods; time lost through rounding; and compensable on-call or standby time. Employer failed to record and pay all such time at the applicable straight-time, overtime, and double-time rates. Mr. Garcia reports working continuous shifts of as long as eighteen and one-half (18.5) to twenty-five (25) hours, at times spanning two consecutive workdays, and approximately thirty-five (35) to forty (40) overtime hours in a workweek. These shifts regularly produced workdays exceeding twelve (12) hours, triggering double-time compensation under Labor Code section 510, yet Employer's payroll records did not include all overtime and double-time compensation due.

Upon information and belief, Employer maintained common policies and practices of excluding or suppressing compensable time and failing to pay Mr. Garcia and other Aggrieved Employees all overtime and double-time wages required by law. Accordingly, Employer is liable for civil penalties under PAGA, including pursuant to Labor Code sections 558 and 2699(f), for violations of Labor Code sections 510, 1194, and 1198 and the applicable IWC Wage Order, and any other applicable penalty provisions.

Failure to Pay Minimum and Straight-Time Wages for All Hours Worked

California law requires payment of at least the applicable minimum wage for each and every hour worked. (Lab. Code §§ 1194, 1197, 1198; applicable IWC Wage Order.) "Hours worked" includes time during which an employee is subject to the employer's control and all time the employee is suffered or permitted to work. An employer may not avoid compensation by directing employees to work off the clock, excluding required travel or vehicle-related tasks, rounding captured time to the employee's detriment, or requiring work during an unpaid meal period.

Employer failed to pay Mr. Garcia and other Aggrieved Employees for all hours worked, including time spent participating in mandatory pre-dispatch telephone calls before they were permitted to clock in; approximately ninety (90) minutes per day of required travel and company-vehicle-related time, exclusive of the additional dispatch-call time; time worked during recorded meal periods; time removed through quarter-hour rounding; pre-shift and post-shift tasks; and other time that Employer knew or should have known employees were working. Employer also required technicians to record time in a manner that understated actual hours worked and threatened discipline when employees reported actual time. Because no wages were paid for these hours, Employer violated the minimum-wage and all-hours-worked requirements.

Accordingly, Employer is liable for civil penalties under PAGA, including pursuant to Labor Code sections 558, 1197.1, and 2699(f), for violations of Labor Code sections 1194, 1197, and 1198 and the applicable IWC Wage Order.

Failure to Pay Compensable On-Call and Standby Time

Time spent on call is compensable when the employer's restrictions are sufficiently onerous that the employee is subject to the employer's control and cannot effectively use the time for personal pursuits. The determination considers the geographic and response-time restrictions, the frequency and urgency of calls, the employee's ability to trade on-call responsibilities, and the extent to which the employee can engage in personal activities.

Employer required Mr. Garcia and other technicians to serve a mandatory twenty-four-hour on-call rotation approximately once every five weeks. During those rotations, technicians were responsible for multiple assigned stores, were required to monitor and respond to severity-level calls within approximately two (2) hours, and had to remain ready to deploy with the required company vehicle and equipment. Employer paid only when a technician was dispatched and did not compensate the standby period. Employee alleges that the restrictions materially interfered with the technicians' ability to use the time for their own purposes and rendered all or a substantial portion of the standby time compensable. Separate and apart from whether the entire standby period was compensable, the time Mr. Garcia actually spent answering mandatory dispatch calls, receiving his assignments, discussing the nature and severity of the service issue, and obtaining the location to which he was required to report constituted active work for Employer. Employer nevertheless did not permit him to clock in when those calls began and did not record or compensate the time spent on them.

By failing to record and pay compensable standby and on-call time, including resulting overtime and double time, Employer violated Labor Code sections 510, 1194, 1197, and 1198 and the applicable IWC Wage Order. Employer is therefore liable for civil penalties under PAGA, including pursuant to Labor Code sections 558, 1197.1, and 2699(f).

Meal Period Violations

Labor Code sections 226.7 and 512 and the applicable IWC Wage Order require an employer to provide a first uninterrupted, duty-free thirty-minute meal period beginning no later than the end of the fifth hour of work and a second uninterrupted, duty-free thirty-minute meal period when an employee works more than ten (10) hours in a day. An on-duty meal period is permitted only when the nature of the work prevents relief from all duty and the parties have a valid written, revocable on-duty meal-period agreement. An employer must pay one additional hour of pay at the employee's regular rate of compensation for each workday on which a compliant meal period is not provided.

Mr. Garcia frequently worked beyond five (5) and ten (10) hours without receiving timely first or second meal periods. Emergency repair work and the requirement to remain on task often prevented him from taking a meal period for as long as approximately nine (9) hours. Employer nevertheless required him to record meal periods at prescribed intervals and to clock out for unpaid meal periods even when he continued working. Employer thereby created records reflecting meal periods that were late, interrupted, shortened, missed, or not actually provided. No valid waiver or on-duty meal-period agreement excused these violations.

Employer did not pay Mr. Garcia or other Aggrieved Employees the meal-period premium wages required by Labor Code section 226.7(c). Accordingly, Employer is liable for civil penalties under PAGA, including pursuant to Labor Code sections 558 and 2699(f), for violations of Labor Code sections 226.7 and 512 and the applicable IWC Wage Order.

Rest Period Violations

Labor Code section 226.7 and the applicable IWC Wage Order require employers to authorize and permit a net ten-minute, uninterrupted, duty-free rest period for every four (4) hours worked or major fraction thereof, insofar as practicable in the middle of each work period. An employer must provide adequate relief and coverage so that rest periods are available as a practical matter and must pay one additional hour of pay at the employee's regular rate of compensation for each workday on which a compliant rest period is not authorized and permitted.

Throughout his employment, Mr. Garcia was not authorized and permitted to take compliant rest periods. Emergency service demands, extensive travel, continuous repair assignments, understaffing, and the absence of relief coverage prevented him and other technicians from taking uninterrupted, duty-free rest periods. The violation was particularly pronounced on workdays extending well beyond eight (8) or twelve (12) hours, when multiple rest periods were required. Employer did not pay rest-period premium wages.

Accordingly, Employer is liable for civil penalties under PAGA, including pursuant to Labor Code sections 558 and 2699(f), for violations of Labor Code section 226.7 and the applicable IWC Wage Order.

Failure to Reimburse Necessary Business Expenses

Labor Code section 2802 requires an employer to indemnify employees for all necessary expenditures or losses incurred in direct consequence of performing their duties or obeying the employer's directions. The applicable Wage Order also requires an employer to provide and maintain required tools or equipment, subject to any narrow exception that Employer bears the burden of establishing.

Employer required Mr. Garcia to purchase and use personal tools, work boots, and work pants necessary for his refrigeration and HVAC duties. Mr. Garcia estimates that he incurred approximately $5,000 per year in such unreimbursed expenses. To the extent any hand-tool exception could apply, it does not excuse reimbursement for required items outside the exception or for necessary expenditures that Employer was obligated to bear. Upon information and belief, Employer imposed the same unreimbursed-expense practice on other Aggrieved Employees.

Accordingly, Employer is liable for civil penalties under PAGA, including pursuant to Labor Code section 2699(f), for violations of Labor Code section 2802 and the applicable IWC Wage Order, together with all other relief authorized by law.

Failure to Maintain Accurate Time and Payroll Records

Labor Code section 1174(d) and the applicable IWC Wage Order require employers to maintain accurate records showing, among other things, when employees begin and end each work period, meal periods, total daily hours worked, and wages paid. Labor Code section 1174.5 provides civil penalties for a willful failure to maintain the required records.

Employer’s records did not accurately reflect Mr. Garcia’s or other Aggrieved Employees’ actual hours worked or meal periods because Employer excluded mandatory pre-dispatch telephone calls, required travel, vehicle-related tasks, standby time, pre-shift work, post-shift work, and meal-period work from recorded time to employees' detriment; required meal entries that did not reflect when meal periods were actually provided; and threatened discipline for accurate reporting. These practices were knowing and willful because supervisors directed or enforced them and used the resulting inaccurate records to deny wages and premiums.

Accordingly, Employer is liable for civil penalties under PAGA, including pursuant to Labor Code sections 1174.5 and 2699(f), for violations of Labor Code section 1174(d) and the applicable IWC Wage Order.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code section 226(a) requires employers to furnish accurate, itemized wage statements showing, among other things, gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each rate.

Because Employer failed to record and pay all compensable dispatch-call, travel, vehicle-related, standby, straight-time, overtime, double-time, and meal and rest period premium wages, the wage statements furnished to Mr. Garcia and other Aggrieved Employees did not accurately state gross wages earned, total hours worked, net wages earned, or the hours worked at each applicable rate, in violation of Labor Code section 226(a)(1), (2), (5), and (9). The violations were knowing and intentional because Employer maintained and enforced the timekeeping and payroll practices that generated the inaccurate statements. Employees were injured because they could not promptly and easily determine from the wage statements alone all hours worked and wages owed.

Accordingly, Employer is liable for civil penalties under PAGA, including pursuant to Labor Code sections 226.3 and 2699(f), for violations of Labor Code section 226(a), subject to the limitations and anti-duplication provisions of Labor Code section 2699.

Failure to Timely Pay All Wages During Employment

Labor Code section 204 requires employers to pay all wages earned during employment on designated regular paydays. Labor Code section 210 provides civil penalties for willful or intentional violations of section 204.

Because Employer excluded compensable dispatch-call, travel, vehicle-related, standby, and other working time from its time and payroll records, rounded time to employees’ detriment, and failed to pay overtime, double time, and meal and rest period premium wages when earned, Employer failed to timely pay Mr. Garcia and other Aggrieved Employees all wages due during each affected pay period. The violations were willful and intentional because supervisors required inaccurate reporting, threatened discipline for accurate reporting, and continued the practices after Mr. Garcia complained.

Accordingly, Employer is liable for civil penalties under PAGA, including pursuant to Labor Code sections 210 and 2699(f), for willful and intentional violations of Labor Code section 204, to the extent authorized and not duplicative under Labor Code section 2699(i).

Failure to Pay All Wages Due at Discharge - Waiting Time Violations

Labor Code section 201 requires an employer to pay a discharged employee all earned and unpaid wages immediately at the time of discharge. When an employer willfully fails to pay all wages due, waiting time penalties accrue under Labor Code section 203.

Employer discharged Mr. Garcia on July 13, 2026 but did not provide his final paycheck at the time of discharge. He was told that payment would be deposited later. Moreover, any final payment was calculated from records that omitted unpaid dispatch-call time, travel and vehicle-related time, and other unpaid straight-time, overtime, double-time, and meal and rest period premium wages described above. Employer's failure to pay was willful because it knew of the underlying practices, had received Mr. Garcia's complaints, and nevertheless relied on inaccurate records. Upon information and belief, other discharged Aggrieved Employees were subjected to the same final-pay practice.

Accordingly, Employer is liable for civil penalties under PAGA for violations of Labor Code sections 201 and 203 to the extent recoverable, subject to Labor Code section 2699(i), and Mr. Garcia does not waive any separate individual waiting-time-penalty claim.

Retaliation for Complaints About Unpaid Wages and Labor Code Rights

Labor Code section 98.6 prohibits an employer from discharging, discriminating, retaliating, or taking adverse action against an employee because the employee made a written or oral complaint that wages were unpaid, exercised rights under the Labor Code, or sought to enforce those rights on behalf of the employee or others. An adverse action occurring within ninety (90) days of protected activity gives rise to a rebuttable presumption in favor of the employee's claim.

Mr. Garcia complained on or about May 1, 2026, and on at least one other occasion during the preceding year, to supervisors, a director, and Human Resources about unpaid wages, overtime, inaccurate time records, excessive hours, and missed meal and rest periods. Employer ignored the complaints, warned or disciplined him for accurately recording time, questioned whether he intended to involve others, and terminated him on July 13, 2026, approximately seventy-three (73) days after the May complaint. Employer's stated reason - allegedly false time documentation - arose directly from the same timekeeping practices Mr. Garcia challenged and was used as a pretext or retaliatory justification for the discharge.

Upon information and belief, other Aggrieved Employees who complained about, reported, or discussed the wage-and-hour and working-condition violations described herein were subjected to threats, discipline, termination, or other adverse actions.

Accordingly, Employer is liable for all civil penalties recoverable under PAGA for violations of Labor Code section 98.6, including any penalty authorized by Labor Code sections 98.6 and 2699, and all other relief permitted by law.

Whistleblower Retaliation

Labor Code section 1102.5 prohibits an employer from retaliating against an employee for disclosing information to a supervisor, manager, Human Resources representative, or other person with authority to investigate or correct a violation when the employee reasonably believes the information discloses a violation of state or federal law or regulation. The protection applies to internal disclosures and does not require the employee to prove that an actual violation ultimately occurred.

Mr. Garcia disclosed to persons with authority over him and to Human Resources that Employer was failing to pay all wages and overtime, requiring inaccurate time and meal records, and denying meal and rest periods. He had reasonable cause to believe these practices violated the Labor Code and Wage Orders. Employer responded dismissively, failed to investigate or correct the practices, threatened or imposed discipline concerning accurate time reporting, and terminated him shortly thereafter. The timing, management's comments, the questioning about whether he would involve others, and the direct relationship between the complaints and the stated timekeeping-based reason for discharge support the theory that the protected disclosures were a contributing factor in the adverse actions.

Upon information and belief, other Aggrieved Employees who complained about, reported, or discussed the wage-and-hour and working-condition violations described herein were subjected to threats, discipline, termination, or other adverse actions.

Accordingly, Employer is liable for all civil penalties recoverable under PAGA for violations of Labor Code section 1102.5, including any penalty authorized by Labor Code sections 1102.5(f) and 2699, and all other relief permitted by law.

Retaliation for Disclosing Working Conditions

Labor Code section 232.5(c) prohibits an employer from discharging, discriminating, or retaliating against an employee who discloses information about the employer's working conditions. Mr. Garcia disclosed and discussed Employer's excessive-hours, break, timekeeping, and wage practices with management and in the presence of coworkers. Management questioned whether he intended to involve a union or tell other employees about those conditions, and Employer then disciplined or threatened him over time reporting and discharged him.

Upon information and belief, other Aggrieved Employees who complained about, reported, or discussed the wage-and-hour and working-condition violations described herein were subjected to threats, discipline, termination, or other adverse actions.

Accordingly, Employer is liable for civil penalties under PAGA, including pursuant to Labor Code section 2699(f), for violations of Labor Code section 232.5(c).

Conclusion

Based on the facts and violations described above, Employee seeks to recover civil penalties on behalf of the State of California and the Aggrieved Employees pursuant to PAGA, Labor Code section 2699 et seq., for the Labor Code and applicable IWC Wage Order violations alleged herein. Employee seeks all civil penalties specifically authorized by the Labor Code and, for violations for which no civil penalty is specifically provided, the applicable civil penalties established by Labor Code section 2699(f), subject to all applicable statutory limitations, cure provisions, penalty-reduction provisions, and restrictions on duplicative or cumulative penalties.

Employee also seeks reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1), appropriate injunctive relief to the extent authorized by Labor Code sections 2699(e)(1) and 2699(k)(1), and any other relief permitted by law. Nothing in this notice waives Employee's individual claims or any other non-PAGA claims or remedies available under state or federal law.

This notice is intended to satisfy Labor Code section 2699.3 by identifying the specific Labor Code and Wage Order provisions alleged to have been violated and the facts and theories supporting each alleged violation. It is not intended to waive any amendment or supplementation permitted by law, including amendments based on payroll, timekeeping, personnel, policy, expense, or other records within Employer's possession that are not presently available to Employee.

Employee is providing notice to Employer by online filing with the Labor and Workforce Development Agency and by mailing a copy by certified mail, return receipt requested, of this correspondence to each Employer identified on the first page. Thank you for your attention to this matter. Please direct any questions to the undersigned.

Very Truly Yours,

The JHP Firm APC
Armig Khodanian, Esq.