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June 18, 2024

VIA PAGA ONLINE FILING

California Labor and Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, California 94612

VIA U.S. CERTIFIED MAIL RETURN RECEIPT REQUESTED

Randstad Digital, LLC
3625 Cumberland Blvd., 600
Atlanta, GA 30339

**Re: LWDA Case No. LWDA-CM-1034143-24
AMENDED NOTICE
Conor Self's Wage and Hour Claims Against Randstad Digital, LLC**

Dear LWDA and Randstad Digital, LLC:

Please be advised that Conor Self ("Claimant") has retained our firm to represent him for claims against his former employer Randstad Digital ("the Company" or "Randstad").

This letter shall serve as Claimant's written notice to the Labor and Workforce Development Agency ("LWDA") and the Company of the alleged California Labor Code ("Labor Code") violations Claimant claims that the Company committed against him and all other aggrieved employees in California. Claimant provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699.3. Claimant desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly.

Pursuant to Labor Code section 2699(a), and by way of this letter, Claimant also intends to represent all other current and former aggrieved employees who performed work for the Company in California and who have suffered at least one of the wage and hour violations described herein during their employment.

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FACTUAL BACKGROUND

The Company is a leading global consulting and technology company. Claimant worked for the Company from August 22, 2022 to Oct 18, 2023 and assigned to UCSF. Claimant was scheduled to work five days a week from approximately 8:00 am to 5:00 pm. At all relevant times, the Company classified him as a non-exempt employee and paid him an hourly wage of \$55.33 per hour. The Company employed Claimant as a Front End Web Developer.

Claimant worked under the direction and control of the Company at all relevant times and does not meet the requirements for any of the Industrial Wage Order exemptions. Claimant was not primarily engaged in administrative duties, and the majority of the work he performs is non-managerial in nature. Furthermore, Claimant was not primarily engaged in work directly related to management policies or general business operations of the Company. Claimant was not permitted to exercise discretion or independent judgment and he did not supervise employees nor could he hire or fire employees. Lastly, more than half of Claimant's compensation did not represent commissions and he did not spend more than half his working time away from the Company's place of business. Accordingly, Claimant was properly classified as a non-exempt employee. However, the company improperly treated Claimant and other aggrieved employees as an exempt employee and thereby denied them of their rights under California's labor laws.

For reasons set forth below, the Company failed to maintain proper records of Claimant and other aggrieved employees and therefore, these non-exempt employees are entitled to the full protections of both the Labor Code and the applicable IWC Wage Order.

The Company denied Claimant and other aggrieved employees in California specific rights afforded to them under the Labor Code and the applicable Wage Order. For example, the Company failed to provide them with legally compliant meal breaks or pay them meal break premiums, failed to pay Claimant and other aggrieved employees all minimum, regular, and overtime wages owed, failed to maintain accurate records and issue accurate itemized wage statements, failed to reimburse them for necessary business expenses, and failed to timely pay all wages due during and upon separation of employment.

The Company did not provide Claimant and other aggrieved employees with 30-minute, off-duty meal periods. The Company purported to give Claimant and other aggrieved employees a 30 or 60-minute uninterrupted meal period. However, due to their workload and the demands of their job, Claimant and other aggrieved employees often required to work through their meal periods and not take 30-minute off-duty, uninterrupted meal breaks and rest breaks because they were not relieved of all duties and were required to complete their assignments.

Moreover, even though Claimant and other aggrieved employees took interrupted, on-duty, and/or short meal breaks, the Company instructed Claimant and other aggrieved employees to record a 30 or 60-minute meal period on their timekeeping records. As a result, the Company

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failed to pay Claimant and other aggrieved employees at least minimum wages and/or overtime wages for the time spent working during meal periods, but illegally deducted from Claimant's and other aggrieved employees' time records.

The nature of Claimant and other aggrieved employees' duties did not prevent him from being relieved of all job duties for a timely 30-minute off-duty meal period. Claimant and other aggrieved employees did not enter into a valid on-duty meal period agreement. Though Claimant and other aggrieved employees did not receive full, off-duty meal periods in compliance with California law, the Company did not pay meal period premiums to Claimant and other aggrieved employees as required under Labor Code section 226.7.

For the same reasons, the Company failed to provide Claimant and other aggrieved employees with 10-minute rest periods for every four hours or major fraction thereof worked. Despite not providing legally compliant rest periods, the Company did not pay Claimant and other aggrieved employees all rest period premiums owed.

The Company failed to maintain accurate records for Claimant and other aggrieved employees because the Company required Claimant and other aggrieved employees to record the same hours each day irrespective to what they actually worked. Claimant's manager instructed him to submit the same hours every day without any overtime even though he frequently worked during infrequent hours and worked overtime hours.

As a direct result of the Company's failure to maintain proper records, Claimant and other aggrieved employees were not paid all minimum, regular, and overtime wages. Although Claimant and other aggrieved employees routinely worked in excess of eight hours per day and/or 40 hours per week, the Company instructed them to record their hours to reflect less hours worked and thus failed to pay them for any overtime hours worked.

Rather than paying Claimant for his hours actually worked, Defendant underpaid Claimant each pay period, disregarding its duty to maintain accurate records, provide accurate wage statements, pay all wages owed, and pay all meal and rest period premiums owed.

The Company failed to reimburse Claimant and other aggrieved employees for all necessary business expenses that were incurred in the discharge of their job duties. For example, Claimant was required to use his person cellphone for business calls and was required to use internet service when working remotely. Claimant did not receive any reimbursement for his cellphone and internet, as required by California law.

As described above, the Company failed to maintain accurate records reflecting all of Claimant's and other aggrieved employees' time worked and wages owed, in violation of California law. In addition, the wage statements issued by the Company did not include the correct total regular and overtime hours worked, the correct amount of gross and net wages earned, all deductions, and all applicable hourly rates and the corresponding number of hours worked at each hourly rate, as required under Labor Code section 226.

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As a direct result of the aforementioned Labor Code violations, the Company did not pay Claimant and aggrieved employees all wages due and payable during and upon separation of employment, including minimum, regular, and overtime wages for all overtime hours worked and meal and rest period premium wages, as required pursuant to Labor Code sections 201, 202 and 204.

Due to the foregoing Labor Code violations, the Company denied Claimant and other aggrieved employees certain rights afforded to them under the California Labor Code and IWC Wage Orders. Claimant makes these claims against the Company on behalf of himself and all other aggrieved current and former employees of the Company in California.

FAILURE TO PROVIDE COMPLIANT MEAL PERIODS AND AUTHORIZE AND PERMIT REST PERIODS

(Labor Code sections 226.7, 512, 558, 1198 and the “Meal Periods” and “Rest Periods” sections of the Applicable Wage Order)

Labor Code section 226.7(b) states, “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission...” Labor Code section 226.7(c) states, “[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

Labor Code section 512(a) states, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes” and “[a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.”

The “Meal Periods” section of the Applicable Wage Order states, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.” The Applicable Wage Order further states, “[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

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The “Rest Periods” section of the Applicable Wage Order states, “[e]very employer shall authorize and permit employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” Furthermore, “[i]f an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

Labor Code section 1198 states, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

As set forth above, due to the workload and the work demands that the Company imposed on Claimant and other aggrieved employees, the Company failed to provide Claimant and other aggrieved employees with the opportunity to take uninterrupted, off-duty meal breaks of at least 30-minutes before the start of their sixth and eleventh hours of work and did not authorize and permit Claimant and other aggrieved employees to take legally compliant rest breaks, as required by California law. Consequently, Claimant and other aggrieved employees are entitled to receive one-hour of premium wages for each day a compliant meal break was not provided and one-hour of premium wages for each day a compliant rest period was not authorized or permitted. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Labor Code sections 223, 225.5, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198 and the “Hours and Days of Work” section of the Applicable Wage Order)

Labor Code section 1197 states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” Labor Code section 1197.1 provides that, “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203...” Section 1198 states, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

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Section 1198 states, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code section 510 states, “[e]ight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” The “Hours and Days of Work” section of the Applicable Wage Order mandates the same requirements.

Labor Code section 1194(a) states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon are provided for under Labor Code section 1194.2.

Labor Code section 223 states, “Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.” Labor Code section 225.5 provides that, “...every person who unlawfully withholds wages due any employee in violation of Section ...223 shall be subject to a civil penalty” of \$100 for each initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

As set forth above, the Company failed to pay Claimant and other aggrieved employees all minimum, regular, and overtime wages, as required by law. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO PAY SICK LEAVE
(Labor Code sections 233 and 234)

Under Labor Code section 233, “[a]n employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section 246.5.”

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“An employer absence control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section 233. An employee working under this policy is entitled to appropriate legal and equitable relief pursuant to Section 233.”

Upon information and belief, Defendant had a policy to discharge, threaten to discharge, demote, suspend, and discriminate against their employees for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section 246.5.

Defendant would not permit Claimant and the aggrieved employees to use their sick leave for the purposes enumerated in Labor Code section 246.5, in violation of Labor Code sections 233 and 234. Defendants would also fail to pay them for such sick leave at the proper rate of pay.

Claimant and the aggrieved employees seek to recover from Defendant civil penalties, and attorney’s fees and costs pursuant to Labor Code sections 233 and 234. Claimant is seeking penalties against Defendants under Labor Code sections 2699(f), and/or any other applicable statute allowing recovery of penalties under PAGA on behalf of himself and the aggrieved employees as alleged herein in an amount to be shown according to proof.

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Labor Code section 2802)

Labor Code section 2802 provides in pertinent part, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

Labor Code section 2802(b) states, “[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.” Accordingly, Claimant will request that he receives interest on the applicable amount

Furthermore, Labor Code section 2802(c) states, “[f]or purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.” Consequently, Claimant will also request reimbursement of the attorney’s fees incurred in pursuing this matter.

As set forth above, the Companies required that Claimant and other aggrieved employees use their personal cell phones in the course of their job duties without providing reimbursement.

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Claimant will pursue all available remedies for the Companies' violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code sections 1174, 1174.5, and 1198, and the "Records" section of the Applicable IWC Wage Order)

Labor Code section 1174 states, "[e]very person employing labor in this state shall... [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, ..., employees employed at the respective plants or establishments."

The "Records" section of the Applicable Wage Order states that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal periods, total daily hours worked, total wages paid each payroll period, and total hours worked in the payroll period and applicable rates of pay.

Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174(d).

As set forth above, the Company violated these requirements by failing to accurately record employee hours worked including, but not limited to, the Company's failure to record the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the wages paid. The failure to maintain accurate records deprived Claimant of the ability to know, understand, and question the calculation, rate of pay, and hours used to calculate the wages paid to him by the Company. Claimant will pursue all available remedies for the Company's violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code sections 226, 226.3, 246, 248.5, 1198, and the "Records" section of the Applicable IWC Wage Order)

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate, itemized wage statement in writing with respect to each of its employees 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, ... (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, ... (7) the name of the employee and the last four digits of his or his social security number or an employee identification number

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other than a social security number, (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.”

Labor Code section 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and Claimants are entitled to an award of costs and reasonable attorney’s fees. Labor Code section 226.3 imposes an additional civil penalty on the employer of \$250.00 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

As set forth above, the Company failed to provide Claimant and other aggrieved employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements issued did not include the correct total regular and overtime hours worked, the correct amount of gross and net wages earned, all deductions, and all applicable hourly rates and the corresponding number of hours worked at each hourly rate. Claimant was instructed by the Company to report the same times worked every day despite working off hours due to international clients. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO TIMELY PAY ALL WAGES DUE

(Labor Code sections 201, 202, 203, 204, 210, 1194, 1194.2, and 1198
And the “Minimum Wages” section of the Applicable IWC Wage Order)

Labor Code section 204(a) states in pertinent part, “[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Furthermore, Labor Code section 204(b)(1) states, “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.” Labor Code section 210 provides that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and two hundred dollars \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.” The “Minimum Wages” section of the applicable IWC Wage Order also states that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

Labor Code section 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202 states, in pertinent part, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours

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previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203(a) states, in pertinent part, “[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.”

Labor Code section 1194(a) states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon are provided for under Labor Code section 1194.2.

As set forth above, the Company violated these Labor Code sections by failing to pay to Claimant and other aggrieved employees all minimum and overtime wages and meal and rest break premium wages, within the required time during and upon separation of their employment. In fact, Claimant did not receive payment for hours worked because the Company made him report his hours so that his time records reflected compliant meal breaks every day even though he spent some of this period working. Moreover, Company terminated Claimant on October 16, 2023. However, Claimant did not receive his last paycheck until October 26, 2024.

As a result of the Company’s failure to comply with the aforementioned Labor Code provisions, and because Company did not pay Claimant his final paycheck upon his termination, Company owes waiting time penalties to Claimant and other aggrieved employees, which they have not yet paid. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE ORDERS

(Labor Code sections 558, 558.1, and 1197.1)

Labor Code section 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558) or any provision regulating the hours and days of work in any IWC Wage Order to a civil penalty as follows: “[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”

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Labor Code section 558.1(a) states that “[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” This includes the owners, officers, directors, or managing agents of the employer. Labor Code section 558.1(b).

Similarly, Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows: “(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

As set forth above, the Company underpaid Claimant and aggrieved employees and violated the Labor Code and the applicable IWC Wage Order by failing to pay them all regular, minimum, and overtime wages, and meal and rest break premium wages, as required under Labor Code sections 203, 226, 226.7, 512, 1194, 1197, and the applicable sections of the applicable IWC Wage Order. In fact, Claimant worked additional hours to communicate with international clients. As a result, the Company is liable for civil penalties under Labor Code sections 558, 558.1. and 1197.1. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

ATTORNEY’S FEES, COSTS, INTEREST, LIQUIDATED DAMAGES AND PENALTIES

(Labor Code sections 210, 218.5, 218.6, 225.5, 226(e),
558, 1194, 1194.2, 1197.1, and 2699, et seq.)

Labor Code sections 210, 218.5, 218.6, 225.5, 226(e), 558, 1194, 1194.2, 1197.1, and 2699, et seq., among others, give employees the right to recover in a civil action the unpaid balance of the full amount of overtime compensation, reimbursements, damages, liquidated damages and penalties, including interest thereon, as well as reasonable attorney’s fees and costs.

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Pursuant to Labor Code section 2699, et seq., an aggrieved employee is entitled to collect 25% of the penalty assessment. Accordingly, the Company is liable for these penalties separate from and on top of any other damages recoverable. Claimant has already incurred actual damages, costs and attorney's fees and she will continue to incur costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies, including those provided by PAGA, for these violations on behalf of himself and other aggrieved employees.

Conclusion

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Claimant becomes aware of additional compensation owed to him or other losses incurred by him or by any other aggrieved employee of the Company, she reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in his complaint.

Sincerely,



KIM LEGAL, APC
Frank H. Kim