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Attorneys for Plaintiff
CHANDON PETTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

CHANDON PETTY, an individual,

Plaintiff,

vs.

RENEWAL BY ANDERSEN LLC, a Minnesota Limited Liability Company; WEILAND SLIDING DOORS AND WINDOWS INC., a California Corporation, ANDERSEN WINDOWS, INC., a Minnesota Corporation, ANDERSEN LOGISTICS SACRAMENTO LLC, a Minnesota Limited Liability Company, ANDERSEN DISTRIBUTION, INC., a Delaware Corporation, ANDERSEN CORPORATION, a Minnesota Corporation, rFINANCE COMPANY, a Minnesota Corporation, and DOES 1-10, Inclusive,

Defendants.

Case No.: 30-2024-01426932-CU-OE-CXC
Hon. David A. Hoffer
Dept.: CX103

FIRST AMENDED COMPLAINT FOR:

(1) VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

JURY TRIAL DEMANDED

Complaint Filed: September 19, 2024
Trial Date: None set

Plaintiff Chandon Petty ("Plaintiff") complains and alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff CHANDON PETTY ("Plaintiff") resides in Orange County, California.

2. Defendant RENEWAL BY ANDERSEN LLC is a Minnesota Limited Liability Company with its principal place of business in Bayport, Minnesota.

3. Defendant WEILAND SLIDING DOORS AND WINDOWS is a California corporation with its principal place of business in Bayport, Minnesota.

4. Defendant ANDERSEN WINDOWS, INC. is a Minnesota Corporation with its principal place of business in Bayport, Minnesota.

5. Defendant ANDERSEN LOGISTICS SACRAMENTO LLC is a Minnesota Limited Liability Company with its principal place of business in Bayport, Minnesota.

6. Defendant ANDERSEN DISTRIBUTION, INC. is a Delaware Corporation with its principal place of business in Bayport, Minnesota.

7. Defendant ANDERSEN CORPORATION is a Minnesota Corporation with its principal place of business in Bayport, Minnesota.

8. Defendant rFINANCE COMPANY is a Minnesota Corporation with its principal place of business in Oak Heights, Minnesota.

9. This Court has jurisdiction over this matter because Plaintiff resides in Orange County, California and the events related to this Complaint occurred in Orange County, California.

10. The true names and capacities of the DOE Defendants sued herein as DOES 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and capacities of the DOE Defendants when such identities become known.

11. At all relevant times, each and every Defendant was acting as an agent and/or employee of each of the other Defendants and was acting within the course and/or scope of said agency and/or employment with the full knowledge and consent of each of the Defendants. Each of the acts and/or

omissions complained of herein were alleged and made known to, and ratified by, each of the other Defendants and Doe Defendants are collectively referred to herein as the "Andersen Defendants."

FACTUAL ALLEGATIONS

12. Plaintiff was employed with Andersen Defendants as a Sales Manager from March 2022 through May 2024.

13. Plaintiff and other employees were required to execute noncompete agreements, choice of law and venue provisions, and a fee shifting clause depriving Plaintiff and others of rights under California law and other violations described below. This Employment Agreement is attached as **Exhibit 1**. Plaintiff initially notified the California Labor & Workforce Development Agency of these violations on or around June 11, 2024, as to defendant Renewal by Andersen LLC and on or around September 20, 2025, as to all defendants. The initial notification and amended notification are attached as **Exhibits 2 and 3**. The Agency took no action and these violations have not been remedied. Plaintiff therefore filed this action.

CAUSES OF ACTIONS

FIRST CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 [Lab. Code § 2698 *et seq*.]

(By Plaintiff Against All Defendants)

14. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

15. Plaintiff is an "Aggrieved Employee" under PAGA, as he was employed by Andersen Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and former Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

16. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal 4th 969 (2009). Therefore, class certification of the PAGA claims is not required.

17. Plaintiff seeks civil penalties pursuant to PAGA for Andersen Defendants' unlawful wage and hour practices, including but not limited to, as stated herein: (i) Andersen Defendants required Plaintiff and Aggrieved Employees to enter into illegal noncompete agreements as part of their standard "Employment Agreement"(s) in violation of Business and Professions Code section 16600 and Labor Code section 432.5; (ii) Andersen Defendants failed to timely notify Plaintiff and Aggrieved Employees, including all persons employed after January 1, 2022, that the noncompete agreements that were required to enter into were "void" as required by Business and Professions Code section 16600.1; (iii) Andersen Defendants' Employment Agreement also contains illegal Minnesota choice of law (paragraph 9 of Employment Agreement) and mandatory choice of venue provisions (paragraph 13 of Employment Agreement) in violation of both prongs of California Labor Code section 925(a). *See* **Exhibits 1 & 2**.

18. Plaintiff seeks PAGA penalties as forth and allowed under Labor Code section 2699(f) and/or other applicable sections.

19. Labor Code violations alleged in this PAGA action include the following:

- California Business and Professions Code §§ 16600 and 16600.1 (illegal noncompete provisions);
- California Labor Code § 925 ((a) (illegal choice of law and choice of venue provisions);
- California Labor Code § 432.5 (illegal term or condition of employment); and
- Illegal fee shifting under Labor Code section 432.5, Business and Professions Code section 16600.5(a), Labor Code section 925(c) and Labor Code section 2699(g), among other provisions.

20. Accordingly, Plaintiff respectfully requests that the Court award judgment and relief in their favor as described herein.

21. Pursuant to section 2699(g) of the Labor Code, or other applicable law, Plaintiff is entitled to recover statutory penalties, interest, injunctive relief, costs, and attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment as follows:

1. Applicable statutory and/or civil penalties pursuant to PAGA;

2. Reasonable attorneys' fees and costs pursuant to California Labor Code section 2699(g) and/or other applicable law;

3. civil penalties, and applicable statutory penalties;

4. Attorneys' fees and costs reasonably incurred;

5. Equitable relief in the nature of declaratory relief, injunctive relief, and/or restitution as applicable;

6. Such other relief that the Court deems proper.

Dated: December 16, 2025

HARDIN LAW GROUP, APC

By: ______________________

James B. Hardin
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all claims and causes of action so triable in this lawsuit.

Dated: December 16, 2025

HARDIN LAW GROUP, APC

By: ______________________

James B. Hardin
Attorney for Plaintiff

EXHIBIT 1

ANDERSEN WINDOWS & DOORS

EMPLOYMENT AGREEMENT

I wish to accept or continue my employment with the Company. I agree to the following terms and conditions in exchange for receiving compensation and benefits for my services and access to the Company's Confidential Information. Certain capitalized terms used in this Employment Agreement are defined in paragraph 6 below.

1. **Performance of Duties; Compliance with Policies and Procedures.** I will dedicate my working hours and use my best efforts to perform the duties assigned to me. I will comply with applicable policies and procedures, including the Company's Code of Ethical Business Conduct. It is my responsibility to keep informed of the most current policies and procedures. I am not bound by an employment agreement or other obligation to any former employer or other third party that would be violated by my employment with the Company.
2. **Promise to Protect Confidential Information.** My employment will provide access to Confidential Information. Unauthorized use or disclosure of that information will damage the Company. I will never, during or after my employment, use or disclose Confidential Information, unless authorized by the Company in writing or compelled by law (such as by a court order or valid subpoena). I may, however, make a good faith report to a proper governmental authority if I have a reasonable belief of a violation of law. I will give the Company's chief legal officer as much advance written notice as possible under the circumstances, unless giving notice is itself prohibited by law. I will, during or after my employment, cooperate with the Company in any legal proceeding to protect Confidential Information. If, at any time, I learn of anyone's unauthorized use or disclosure of Confidential Information, I will immediately notify the Company's chief legal officer. I will not, unless authorized, disclose to the Company or use in the performance of my duties any confidential information of a third party.
3. **Promises Not to Compete.** During my employment and for twelve (12) months after the termination of my employment ("the Restricted Period") (whatever the cause or reason), I will not, within the Territory, do any of the following:

   a. Work for or Support a Competing Business or a Covered Customer or Vendor;

   b. Sell any Competing Product or Service;

   c. Induce or encourage a Covered Customer or Vendor to reduce, cancel or discontinue its business with the Company, or in any other manner modify or change its existing or potential business relationship with the Company; or,

   d. Recruit Company Personnel.

   I also agree that, wherever I reside, before I accept employment with a new employer during the Restricted Period, I will inform my new employer of this Employment Agreement, provide my new employer a copy of this Employment Agreement and inform the Company of the identity of my new employer. While I reside in California, Nebraska, North Dakota or Oklahoma, subparagraphs 3(a), 3(b), and 3(c) will not apply to me.

4. **Inventions.** I agree all Company Inventions and Intellectual Property are and will be the Company's exclusive property and I will promptly inform the Company's legal department, in writing, of all Company Inventions and Intellectual Property conceived, created, discovered or developed by me in the future, alone or with others, during and outside of working hours. I agree to assign and do assign to the Company or its designee, all rights, title and interest to all Company Inventions and Intellectual Property, without further consideration. During and after my employment, I will do everything reasonably necessary to secure for the Company the complete benefit of and

rights to Company Inventions and Intellectual Property. Nothing in this Employment Agreement diminishes or eliminates any rights the Company would have in Company Inventions and Intellectual Property made by me as "works made for hire" absent this Employment Agreement. I have disclosed to the Company, in writing, all of my prior Inventions.

5. **MUTUAL AGREEMENT TO RESOLVE CLAIMS THROUGH ARBITRATION ("Agreement to Arbitrate").** The Company and I mutually agree all Claims (unless specifically excluded below) will be decided only by an arbitrator through arbitration and not by a judge or jury.

   a. **FAA Governs**. This Agreement to Arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("**FAA**") and evidences a transaction involving commerce. The mutual promises by the Company and me to arbitrate any Claim covered by this Agreement to Arbitrate provide the consideration necessary to support this Agreement to Arbitrate.

   b. **Claims Subject to Arbitration**. This Agreement to Arbitrate applies to any Claim that the Company may have against me or that I may have against the Company or its officers, directors, members, shareholders, employees, agents, benefit plans, plan sponsors, fiduciaries, administrators, attorneys or a Covered Customer or Vendor. Additionally, the arbitrator, and not any federal, state or local court or agency, will have the exclusive authority to resolve any question or dispute relating to the interpretation, applicability, enforceability or formation of this Employment Agreement and this Agreement to Arbitrate. However, the preceding sentence will not apply to the "Class Action Waiver" below.

   c. **Claims Excluded from Arbitration.** This Agreement to Arbitrate does not apply to any Claim that an applicable federal statute or executive order expressly states cannot be arbitrated. Either the Company or I may apply to a court of competent jurisdiction for equitable relief, including temporary or preliminary injunctive relief, in connection with a Claim that is subject to arbitration; provided, however, that all determinations on the merits and all determinations of final relief will be decided in arbitration. This Agreement to Arbitrate does not prevent making a report to or filing a complaint or charge with a government agency, including the U.S. Equal Employment Opportunity Commission, U.S. Department of Labor or National Labor Relations Board. Nothing in this Employment Agreement prevents the investigation by a government agency of any report, complaint or charge otherwise covered by this Agreement to Arbitrate. This Agreement to Arbitrate does not prevent a government agency from deciding Claims and awarding remedies based on those Claims, even if the Claims would otherwise be covered by this Agreement to Arbitrate.

   d. **Specific Performance.** In the event that I fail to comply fully with any of the terms, provisions or conditions of this Employment Agreement, including Paragraph 3 above, the Company shall be entitled to equitable relief against me by way of injunction with or without first filing an arbitration. During any lawsuit to obtain equitable relief and/or during any arbitration, the Company and I shall continue to perform our respective obligations under this Employment Agreement in full, including my obligations under Paragraph 3 above. I consent to a Minnesota court's personal jurisdiction and waive any objections regarding a Minnesota court's jurisdiction.

   e. **No Proof of Irreparable Injury; Waiver; No Decision on Merits.** In any proceeding by the Company for equitable relief, I specifically waive any requirement that the Company prove that any threatened or actual breach, violation or failure to comply fully with the terms, provisions or conditions of this Employment Agreement will cause irreparable injury. I agree that the Company has no adequate remedy at law for a threatened or actual breach of Paragraph 3 above. I agree not to raise as a defense in any such proceeding any

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allegation that any of the provisions of Paragraph 3 above are unnecessary, unreasonable or unenforceable; that any of them illegally restrain trade or competition; that any of them violate any of my rights; or that I did not receive adequate consideration for this Employment Agreement. The Company shall not be required to post bond in any proceeding to enforce the provisions of Paragraph 3 above. The Company and I expressly intend through this Paragraph 5 and through Paragraph 16 below that a court will issue an injunction enforcing Paragraph 3 of this Employment Agreement without addressing the merits of any arbitrable dispute. The parties intend to have equitable relief in place until an arbitrator determines the merits of any dispute and determines what relief, if any, is appropriate.

f. **Arbitration Rules and Procedure.** The arbitration will be conducted before a single arbitrator under the Employment Arbitration Rules of the American Arbitration Association or its successor ("**AAA Rules**") then in effect, which are available at the AAA website (www.adr.org). However, if there is a conflict between the AAA Rules and this Employment Agreement, this Employment Agreement will govern. Unless the parties jointly agree otherwise, the arbitrator will be an attorney experienced in employment law and licensed to practice law in the state in which the arbitration is brought, or a retired judge from any jurisdiction. The arbitration will be conducted in a county where I provided services to the Company, unless each party agrees otherwise. The arbitrator will apply the substantive federal, state or local law applicable to the Claim. The arbitrator will apply the statute of limitations that would have applied if the Claim had been brought in court. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies will be limited to those that would be available to a party in their individual capacity for the Claim presented to the arbitrator. The arbitrator will consider and may impose sanctions to the same extent that a court could do so under applicable law, rule and its inherent power, including Rule 11 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1927 or any other applicable law or rule. The Company will pay the arbitrator's and arbitration fees and costs in accordance with the AAA Rules. The arbitrator will issue a final, binding and non-appealable written decision that includes the factual and legal basis for the decision. A court of competent jurisdiction will have the authority to enter judgment upon the arbitrator's decision.

g. **Class Action Waiver.** The Company and I agree to bring any Claim in arbitration on an individual basis only, not as a class or collective action, and there will be no right or authority for any Claim to be brought, heard or arbitrated as a class or collective action ("**Class Action Waiver**"). Regardless of anything else in this Employment Agreement, the Class Action Waiver is not severable from this Agreement to Arbitrate in any instance in which the dispute is brought as a class or collective action.

6. **Definitions.** I agree the following terms and definitions apply to this Employment Agreement:

a. **"Employment Agreement"** means this Employment Agreement in its entirety and all of its terms and conditions. References to this Employment Agreement specifically INCLUDE the Agreement to Arbitrate set forth in paragraph 5.

b. **"Claim"** means a lawsuit, complaint, counterclaim, third party claim, action, dispute, arbitration or other legal proceeding arising from or related to any of the following: (i) this Employment Agreement; (ii) any other agreement between the Company and me; or (iii) my employment, my application for employment or the termination of my employment with the Company. "Claim" does not include: (i) workers' compensation benefit claims; (ii) state unemployment or disability insurance compensation claims; and (iii) disputes that are not subject to pre-dispute arbitration under controlling federal law.

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WINDOWS & DOORS

c. **"Company"** means Andersen Corporation and each of its past, present and future subsidiaries and successors. I agree that the specific entity that employs me will be indicated in the Company's business records, including the most recent accurate pay statement I receive from the Company. If I become employed with a different entity within the Company, this Employment Agreement will apply to such subsequent employment and the definition of "Company" under this Employment Agreement will include the Company entity that subsequently employs me, with that entity holding the same rights as the entity that previously employed me.

d. **"Company Inventions and Intellectual Property"** means all inventions, ideas, discoveries, improvements, data, technology, know-how, concepts, material, creative works, works of authorship and other intellectual property I develop, discover or create that: (i) relate to the Company's business or its existing or demonstrably anticipated research and development; (ii) were developed or discovered with the assistance of Confidential Information, tools, equipment, personnel or other resources of the Company; or (iii) were suggested by, related to or resulted from any work I performed for the Company. To the extent state law where I reside requires it (such as under Minn. Stat. §181.78), "Company Inventions and Intellectual Property" does not include an invention for which no equipment, supplies, facility or trade secret information of the Company was used, which was developed entirely on my own time, does not relate, at the time of conception or reduction to practice of the invention, either to the Company's business or the Company's actual or demonstrably anticipated research or development and which does not result from any work I perform for the Company.

e. "**Competing Business**" is any business that develops, designs, manufactures, assembles, markets, sells, delivers, provides, performs or installs a Competing Product or Service.

f. **"Competing Product or Service"** means a product or service which competes with a product or service that the Company develops, designs, manufactures, assembles, markets, sells, delivers, provides, performs or installs.

g. **"Confidential Information"** means information in any form, related to the Company's business, that the Company has not made public and that is not generally known to the public. Confidential Information will still be protected under this Employment Agreement if it becomes generally known to the public through improper means, such as the unauthorized use or disclosure of the information. Confidential Information includes information relating to the Company's operations, research, development, manufacturing, accounting, purchasing, finances, forecasting, performance, engineering, human resources, customers, vendors, sales, marketing, strategy, future plans and other proprietary Company matters. Confidential Information also includes information that is entrusted to the Company in confidence by third parties. Confidential Information does not include information lawfully acquired by a non-management employee about wages, hours or other employment terms and conditions of non-management employees, if used by them solely for purposes protected by §7 of the National Labor Relations Act, such as joining or forming a union, engaging in collective bargaining or engaging in other concerted activity for their mutual aid or protection. While I reside in a state whose law requires nondisclosure obligations to be subject to a time limit, the restrictions on my use or disclosure of Confidential Information in paragraph 2 will only apply for two years after the end of my employment where information that does not qualify as a trade secret is concerned; however, the restrictions will continue apply to trade secret information for as long as the information at issue remains qualified as a trade secret.

h. "**Covered Customer or Vendor**" includes any direct or indirect customer, supplier, vendor, dealer or distribution channel partner with whom the Company did business or communicated regarding potential business, at any time during the Look Back Period.

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i. **"Inventions"** means all discoveries, improvements, creations and ideas including software, artistic and literary works (regardless of whether patentable, copyrightable or protectable as a trademark).

j. "**Look Back Period**" means the last two years, or shorter period that I was employed by the Company.

k. **"Recruit Company Personnel"** means working alone or with others, for compensation or not, to do any of the following: (i) communicate with a Company employee or contractor to induce or encourage the employee or contractor to leave the Company's employ or cease doing business with the Company (regardless of who first initiates the communication); or (ii) communicate with or otherwise assist a person or entity in hiring an employee or contractor away from the Company, unless authorized in writing by an officer of the Company.

l. **"Sell"** means directly or indirectly, acting alone or with others, for compensation or not, to do any of the following: (i) solicit, offer, promote or cause the sale of a Competing Product or Service; or (ii) encourage, attempt or make such a sale.

m. **"Support"** means to directly or indirectly, acting alone or with others, as an owner, shareholder, partner, lender, employee, contractor, agent, consultant or otherwise, own, hold a financial interest in or provide a loan or gift. "Support" does not include my owning, solely as an investment, securities of any business traded on any national securities exchange or NASDAQ, provided that I am not a controlling person of (or member of a group that controls) such business and I do not, in the aggregate, own two percent or more of any class of securities of such business.

n. "**Territory**" means: (i) any geographic location, territory or market area where the Company advertises, markets, sells or provides its products or services; or (ii) if an arbitrator (under paragraph 5) or court (under paragraph 13, if applicable) finds this definition unenforceable, and if I held a position with responsibilities that were limited to an assigned geographic market area or territory during the Look Back Period (for example, a district or territory sales or service representative position), then Territory will mean the specific geographic market areas and territories assigned to me during the Look Back Period.

o. **"Work"** means to directly or indirectly, acting alone or with others, for compensation or not, as an owner, shareholder, partner, employee, contractor, agent, consultant or otherwise, perform work or provide services.

7. **Employment at Will.** I agree the Company and I each have the right to end my employment at will, with or without cause or prior notice, at any time.
8. **Return of Property.** When my employment ends, I will return to my supervisor all Company property I received during my employment, including assets and documents (in electronic and hardcopy form, and all copies), other than documents regarding my individual compensation.
9. **Governing Law.** Except for the Agreement to Arbitrate in paragraph 5 above, which is governed by the FAA, I agree this Employment Agreement will be governed by and construed under the laws of the State of Minnesota, without regard to any contrary conflict of laws principles of Minnesota or another state.
10. **Successors.** This Agreement will benefit the Company's successors, purchasers and assignees, and may be enforced by any of them without need of my further authorization or agreement.
11. **Entire Agreement.** This Agreement sets forth the complete understanding between the Company and me regarding the matters contained in it and replaces all prior agreements I have with the Company relating to such matters. This Agreement can be amended only by a written document signed by both me and an authorized representative of the Company.

12. **Severability.** Except as provided in the Class Action Waiver, if any term or condition of this Agreement is ruled void or otherwise unenforceable, without affecting the validity of the remainder of this Agreement, such term will be: (a) modified to render the term or condition enforceable, preserving the parties' intent and agreements to the fullest extent possible; or (b) if such modification is not permissible, severed from this Employment Agreement. All remaining terms and conditions will remain in full force and effect.

13. **Jury Trial Waiver and Procedure if Agreement to Arbitrate is Unenforceable.** If (and only if) the Agreement to Arbitrate is ruled void or unenforceable in its entirety, the Company and I agree that all issues in connection with any Claim will be decided by a judge without a jury on an individual basis only, not as a class or collective action, and there will be no right or authority for any Claim to be submitted to, decided or heard by a jury ("**Jury Trial Waiver**"). The exclusive venue for any Claim subject to the Jury Trial Waiver will be Washington County, Minnesota. If no state or federal court serving Washington County, Minnesota ("**a Minnesota court**") has jurisdiction over me, forum will be proper in the state where I last regularly worked for the Company. I consent to a Minnesota court's personal jurisdiction, waive my right to object to a Minnesota court's jurisdiction, and I waive any defense that such court is an inconvenient forum.

14. **Attorneys' Fees.** The Company and I agree that if either of us brings a Claim against the other, the arbitrator (under paragraph 5) or the court (under paragraph 13, if applicable) will order the non-prevailing party to pay to the other the reasonable and necessary costs, disbursements and attorneys' fees incurred in connection with the Claim (or defense to the Claim), in any of the following instances:

    a. Where such an award is warranted under applicable law or rules, including an award of sanctions; or

    b. In connection with a Claim for breach of any term or condition of any of the following paragraphs within this Employment Agreement: paragraph 2, 3, 4, 5, 8 or 13.

15. **Waiver.** A waiver of any term or condition of this Employment Agreement must be in writing and signed by the waiving party. If the Company or I waive a Claim for the other's breach of this Employment Agreement, the waiver will not affect that party's right to pursue a Claim for a subsequent breach. Nothing in this Employment Agreement will eliminate, reduce or otherwise affect any legal duties or obligations I would otherwise have to the Company through common law or statute.

16. **Terms Survive after Employment.** The terms of this Employment Agreement will remain in force during my employment and after my employment ends, regardless of the reason, for the time periods, if any, governing those terms. As a result, my obligations under Paragraph 3 above continue after my employment ends and during any arbitration proceeding, for the time period set forth in Paragraph 3 above. If I fail to comply with a timed restriction in this Employment Agreement, the time period for that restriction will be extended by one day for each day I am found to have violated the restriction, up to a maximum extension equal to the original period of the restriction. While I reside in Georgia or Wisconsin, the previous sentence will not apply to me.

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EMPLOYEE:

DocuSigned by:
Chandon Petty
27A065A01C4042D...

(Employee signature)

Chandon Petty

(Employee printed name)

Dated: 3/15/2022 | 8:55 AM PDT

EMPLOYER:

Karen Richard

Karen Richard, Senior Vice President and Chief Human Resources Officer

EXHIBIT 2

HARDIN LAW GROUP

1638 South Pacific Highway
Redondo Beach, CA 90277
310.606.2122

23 Corporate Plaza Dr., Suite 150
Newport Beach, CA 92660
949.337.4810

One Sansome Street, Suite 3500
San Francisco, CA 94104
415.510.2211

hardinemploymentlaw.com

jhardin@hardinemploymentlaw.com

June 11, 2024

Via Certified U.S. Mail

California Labor & Workforce
Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(Via Online Submission)

RENEWAL BY ANDERSEN LLC
Andrea Nordaune, SVP, CLO, Corp. Sec.
Karen Richard, SVP, CHRO
Kaina, Lane-Fomby, Dir. HR
551 N Maine St.
Bayport, MN 55003

RENEWAL BY ANDERSEN LLC
ATTN: C T Corporation System
330 N. Brand Blvd.
Glendale, CA 91203

Re: PAGA Notice Pursuant to California Labor Code § 2699: Chandon Petty v. Employer(s) (Renewal By Andersen LLC)

Dear Sir or Madam:

Please be advised that Chandon Petty ("Plaintiff" or "Mr. Petty") has retained Hardin Law Group, APC to represent him and other aggrieved employees for wage and hour claims against their current and/or former employer Renewal By Andersen LLC ("Andersen") and/or any other responsible entities or affiliates, (collectively "Employer"). This notice is being provided via certified mail to the Employer at their principal place of business and agent for service of process (if any) and is being filed with the California Labor and Workforce Development Agency ("LWDA") via the LWDA's electronic filing system under Section 2699.3(b) of the Labor Code. Plaintiff requests that the LWDA regard this Notice as written notice of his intent to seek civil penalties against Employer.

The Employer

Employer owns and operates one or more business locations in California. Employer hired various employees ("Aggrieved Employees") to perform services in California who were subjected to the violations alleged herein. Plaintiff is informed and believes that Employer has generally employed more than twenty-five (25) employees working within California.

Employer has violated or caused to be violated several Labor Code provisions and is therefore liable for civil penalties under Labor Code sections 2698-2699.5, *et seq*. Plaintiff respectfully requests that your agency investigate the claims alleged against it herein. This letter will serve as notice of these allegations pursuant to the Private Attorney Generals Act of 2004 ("PAGA"). Cal. Lab. Code § 2699.3.

Factual Background – Plaintiff and Aggrieved Employees

At all relevant times, Plaintiff was an aggrieved employee, as defined in Labor Code section 2699(c) as: "any person who was employed by the alleged violator and against whom one or more violations was committed." Plaintiff seeks recovery for the Labor Code and Wage Order violations set forth herein on behalf of himself and other current and former employees, including but not limited to all similarly situated employees in the State of California within one year of the filing of this Notice and who were subject to the same or similar Labor Code and Wage Order violations as Plaintiff.

First, Employer required Plaintiff and Aggrieved Employees to enter into illegal noncompete agreements as part of their standard "Employment Agreement"(s) in violation of Business and Professions Code section 16600 and Labor Code section 432.5 which provides in part that no employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law. This is also a violation of Labor Code section 925 which prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would deprive the employee of the substantive protection of California law with respect to a controversy arising in California. Forcing California employees to sign noncompetes constitutes unfair competition under the Unfair Competition Law found at Business and Professions Code section 17200, *et seq*. and 16600.1(c).

Second, Employer failed to timely notify Plaintiff and Aggrieved Employees, including all persons employed after January 1, 2022, that the noncompete agreements that were required to enter into were "void" as required by Business and Professions Code section 16600.1. These failures also violate Labor Code section 432.5 which provides in part that no employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law. This is also a violation of Labor Code section 925 which prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would deprive the employee of the substantive protection of California law with respect to a controversy arising in California. Forcing California employees to sign noncompetes constitutes unfair competition under the Unfair Competition Law found at Business and Professions Code section 17200, *et seq*. and 16600.1(c).

Third, Employer's Employment Agreement also contains illegal Minnesota choice of law (paragraph 9 of Employment Agreement) and mandatory choice of venue provisions (paragraph 13 of Employment Agreement) in violation of both prongs of California Labor Code section 925(a). These actions also violate Labor Code section 432.5 which provides in part that no employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.

Fourth, Employer's Employment Agreement also contains illegal fee shifting provisions that violate various statutory laws in California in an attempt to deprive California employees of their rights. Employer's attempt to change California's fee shifting provisions for statutory violations contained in its illegal Employment Agreement including Business and Professions Code section 16600.5(a), Labor Code section 925(c) and Labor Code section 2699(g) is unlawful. Forcing California employees to sign noncompetes and then subjecting them to illegal fee shifting constitutes unfair competition under the Unfair Competition Law found at Business and Professions Code section 17200, *et seq*. and 16600.1(c). All of these unlawful provisions purport to survive termination, making them even more egregious.

Further Description of Labor Code Violations

Imposition of Unlawful Noncompete Agreement

California law generally bars employers from including or imposing noncompete clauses or agreements in employment agreements. *See* Cal. Bus. & Professions Code § 16600 ("every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void"). The Labor Code precludes an employer from requiring any employee or applicant for employment to agree to any term or condition of employment that is known to be prohibited by law. *See* Cal. Lab. Code § 432.5 ("No employer . . . shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer . . . to be prohibited by law.")

Employer required Plaintiff and Aggrieved Employees to agree in writing to an illegal noncompete agreement or provision in violation of Business and Professions Code 16600 and Labor Code section 432.5. This is also a violation of Labor Code section 925 which prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would deprive the employee of the substantive protection of California law with respect to a controversy arising in California. Forcing California employees to sign noncompetes constitutes unfair competition under the Unfair Competition Law found at Business and Professions Code section 17200, *et seq*. and 16600.1(c).

Unlawful Failure to Provide Timely Notice That Noncompete Is Void

California law requires employers who included an unlawful noncompete clause in an employment contract or required employees to enter a noncompete agreement to have notified such employees "by February 14, 2024 . . . that the noncompete clause or noncompete agreement is void" and the notice "shall be in the form of a written individualized communication to the employee or former employee, and shall be delivered to the last known address and the email address of the employee or former employee." As section 16600.1 expressly states, an Employer's "violation of this section constitutes an act of unfair competition;" and employees can bring a "private action to enforce" section 16600.1, and obtain "injunctive relief," "actual damages," and "attorney's fees and costs." Cal. Bus. & Prof. Code § 16600.5(e).

Employer failed to provide Plaintiff and Aggrieved Employees adequate notice by February 14, 2024 that the unlawful noncompete in employment contracts is void in violation of Business and Professions Code section 16600.1. This is also a violation of Labor Code section 925 which prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would deprive the employee of the substantive protection of California law with respect to a controversy arising in California. Forcing California employees to sign noncompetes constitutes unfair competition under the Unfair Competition Law found at Business and Professions Code section 17200, *et seq*. and 16600.1(c).

Imposition of Unlawful Choice of Law And Choice of Venue Agreements

California law generally bars employers from including or imposing non-California choice of venue and/or choice of law provisions upon California-based employees. *See* Cal. Lab. Code § 925 ((a) "An employer shall not require an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would do either of the following: (1) Require the employee to adjudicate outside of California a claim arising in California. (2) Deprive the employee of the substantive protection of California law with respect to a controversy arising in California.")

Employer required Plaintiff and Aggrieved Employees to agree in writing to an illegal noncompete agreement or provision in violation of Business and Professions Code 925(a) and Labor Code section 432.5. Forcing California employees to sign noncompetes constitutes unfair competition under the Unfair Competition Law found at Business and Professions Code section 17200, *et seq*. and 16600.1(c).

Illegal Fee Shifting

California law provides specific rights to employees who have to resort to litigation to resolve certain disputes with their employers including the provisions of Labor Code section 925 and Business and Professions Code section 16600, *et seq*. The right to obtain fees needed to remedy the illegal imposition of unlawful noncompetes, unlawful choice of law provisions, and unlawful deprivation of California employee rights, are statutory laws that cannot be contracted around in an employment agreement. These actions also violate Labor Code section 432.5 which provides in part that no employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law. This is also a violation of Labor Code section 925 which prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would deprive the employee of the substantive protection of California law with respect to a controversy arising in California. Forcing California employees to sign noncompetes constitutes unfair competition under the Unfair Competition Law found at Business and Professions Code section 17200, *et seq*. and 16600.1(c), and employees are entitled to their fees under Business and Professions Code section 16600.5(a), Labor Code section 925(c) and Labor Code section 2699(g), among other provisions.

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Conclusion

Based on the above, Employer is in violation of California Labor Code section 2699.5 including but limited to the following categories of violations[1]:

1. California Business and Professions Code §§ 16600 and 16600.1 (illegal noncompete provisions);
2. California Labor Code § 925 ((a) (illegal choice of law and choice of venue provisions);
3. California Labor Code § 432.5 (illegal term or condition of employment); and
4. Illegal fee shifting under Labor Code section 432.5, Business and Professions Code section 16600.5(a), Labor Code section 925(c) and Labor Code section 2699(g), among other provisions.

Plaintiff requests that the agency investigate the above allegations and provide notice of the allegations pursuant to PAGA's provision. Alternatively, Plaintiff requests the agency inform them if it does not intend to investigate these violations so that he may include in their lawsuit the violations discussed in this letter.

Very truly yours,

HARDIN LAW GROUP, APC
A Professional Corporation

James B. Hardin

JBH/br

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[1] Without limitation, Plaintiff, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each of the following that are applicable, as is set forth in Labor Code Section 2699.5, which states:

> The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202,203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (I), (2), and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

EXHIBIT 3

September 10, 2025

Via Certified U.S. Mail

California Labor & Workforce
Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(Via Online Submission)

ANDERSEN WINDOWS, INC.
ATTN: C T Corporation System
330 N. Brand Blvd.
Glendale, CA 91203
(C/O Ian G. Robertson
LITTLER MENDELSON, P.C.
18565 Jamboree Rd., Suite 800
Irvine, CA 92612)

RENEWAL BY ANDERSEN LLC
Andrea Nordaune, SVP, CLO, Corp. Sec.
Karen Richard, SVP, CHRO
Kaina, Lane-Fomby, Dir. HR
551 N Maine St.
Bayport, MN 55003
(C/O Ian G. Robertson
LITTLER MENDELSON, P.C.
18565 Jamboree Rd., Suite 800
Irvine, CA 92612)

ANDERSEN LOGISTICS SACRAMENTO LLC
ATTN: C T Corporation System
330 N. Brand Blvd.
Glendale, CA 91203
(C/O Ian G. Robertson
LITTLER MENDELSON, P.C.
18565 Jamboree Rd., Suite 800
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RENEWAL BY ANDERSEN LLC
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Glendale, CA 91203
(C/O Ian G. Robertson
LITTLER MENDELSON, P.C.
18565 Jamboree Rd., Suite 800
Irvine, CA 92612)

ANDERSEN DISTRIBUTION, INC.
ATTN: C T Corporation System
330 N. Brand Blvd.
Glendale, CA 91203
(C/O Ian G. Robertson
LITTLER MENDELSON, P.C.
18565 Jamboree Rd., Suite 800
Irvine, CA 92612)

ANDERSEN CORPORATION
100 Fourth Avenue North
Bayport MN 55003
(C/O Ian G. Robertson
LITTLER MENDELSON, P.C.
18565 Jamboree Rd., Suite 800
Irvine, CA 92612)

rFINANCE COMPANY
5909 Omaha Avenue North
Oak Park Heights, MN 55082
(C/O Ian G. Robertson
LITTLER MENDELSON, P.C.
18565 Jamboree Rd., Suite 800
Irvine, CA 92612)

WEILAND SLIDING DOORS AND
WINDOWS
ATTN: C T Corporation System
330 N. Brand Blvd.
Glendale, CA 91203
(C/O Ian G. Robertson
LITTLER MENDELSON, P.C.
18565 Jamboree Rd., Suite 800
Irvine, CA 92612)

Re: Amended PAGA Notice Pursuant to California Labor Code § 2699: Chandon Petty v. Employer(s) (Renewal By Andersen LLC) and Related Entities
LWDA Case No. LWDA-CM-1033227-24

Dear Sir or Madam:

Please be advised that Chandon Petty ("Plaintiff" or "Mr. Petty") has retained Hardin Law Group, APC to represent him and other aggrieved employees for wage and hour claims against their current and/or former employer Renewal By Andersen LLC, and related entities Weiland Sliding Doors And Windows, Andersen Windows, Inc., Andersen Logistics Sacramento LLC, Andersen Distribution, Inc., Andersen Corporation, rFinance Company and/or any other responsible entities or affiliates (collectively "Employer"). This Amended Notice is being provided via certified mail to the Employer's counsel of record, Ian G. Robertson, per Employer's consent, at their counsel's place of business and is being filed with the California Labor and Workforce Development Agency ("LWDA") via the LWDA's electronic filing system under Section 2699.3(b) of the Labor Code. Plaintiff requests that the LWDA regard this Amended Notice as written notice of his intent to seek civil penalties against Employer.

The Employer

Employer owns and operates one or more business locations in California. Employer hired various employees ("Aggrieved Employees") to perform services in California who were subjected to the violations alleged herein. Plaintiff is informed and believes that Employer has generally employed more than twenty-five (25) employees working within California.

Employer has violated or caused to be violated several Labor Code provisions and is therefore liable for civil penalties under Labor Code sections 2698-2699.5, *et seq*. Plaintiff respectfully requests that your agency investigate the claims alleged against it herein. This letter will serve as notice of these allegations pursuant to the Private Attorney Generals Act of 2004 ("PAGA"). Cal. Lab. Code § 2699.3.

Factual Background – Plaintiff and Aggrieved Employees

At all relevant times, Plaintiff was an aggrieved employee, as defined in Labor Code section 2699(c) as: "any person who was employed by the alleged violator and against whom one or more violations was committed." Plaintiff seeks recovery for the Labor Code and Wage Order violations

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set forth herein on behalf of himself and other current and former employees, including but not limited to all similarly situated employees in the State of California within one year of the filing of this Notice and who were subject to the same or similar Labor Code and Wage Order violations as Plaintiff.

First, Employer required Plaintiff and Aggrieved Employees to enter into illegal noncompete agreements as part of their standard "Employment Agreement"(s) in violation of Business and Professions Code section 16600 and Labor Code section 432.5 which provides in part that no employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law. This is also a violation of Labor Code section 925 which prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would deprive the employee of the substantive protection of California law with respect to a controversy arising in California. Forcing California employees to sign noncompetes constitutes unfair competition under the Unfair Competition Law found at Business and Professions Code section 17200, *et seq*. and 16600.1(c).

Second, Employer failed to timely notify Plaintiff and Aggrieved Employees, including all persons employed after January 1, 2022, that the noncompete agreements that were required to enter into were "void" as required by Business and Professions Code section 16600.1. These failures also violate Labor Code section 432.5 which provides in part that no employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law. This is also a violation of Labor Code section 925 which prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would deprive the employee of the substantive protection of California law with respect to a controversy arising in California. Forcing California employees to sign noncompetes constitutes unfair competition under the Unfair Competition Law found at Business and Professions Code section 17200, *et seq*. and 16600.1(c).

Third, Employer's Employment Agreement also contains illegal Minnesota choice of law (paragraph 9 of Employment Agreement) and mandatory choice of venue provisions (paragraph 13 of Employment Agreement) in violation of both prongs of California Labor Code section 925(a). These actions also violate Labor Code section 432.5 which provides in part that no employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.

Fourth, Employer's Employment Agreement also contains illegal fee shifting provisions that violate various statutory laws in California in an attempt to deprive California employees of their rights. Employer's attempt to change California's fee shifting provisions for statutory violations contained in its illegal Employment Agreement including Business and Professions Code section 16600.5(a), Labor Code section 925(c) and Labor Code section 2699(g) is unlawful. Forcing California employees to sign noncompetes and then subjecting them to illegal fee shifting constitutes unfair competition under the

Unfair Competition Law found at Business and Professions Code section 17200, *et seq*. and 16600.1(c). All of these unlawful provisions purport to survive termination, making them even more egregious.

<u>Further Description of Labor Code Violations</u>

<u>Imposition of Unlawful Noncompete Agreement</u>

California law generally bars employers from including or imposing noncompete clauses or agreements in employment agreements. *See* Cal. Bus. & Professions Code § 16600 ("every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void"). The Labor Code precludes an employer from requiring any employee or applicant for employment to agree to any term or condition of employment that is known to be prohibited by law. *See* Cal. Lab. Code § 432.5 ("No employer . . . shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer . . . to be prohibited by law.")

Employer required Plaintiff and Aggrieved Employees to agree in writing to an illegal noncompete agreement or provision in violation of Business and Professions Code 16600 and Labor Code section 432.5. This is also a violation of Labor Code section 925 which prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would deprive the employee of the substantive protection of California law with respect to a controversy arising in California. Forcing California employees to sign noncompetes constitutes unfair competition under the Unfair Competition Law found at Business and Professions Code section 17200, *et seq*. and 16600.1(c).

<u>Unlawful Failure to Provide Timely Notice That Noncompete Is Void</u>

California law requires employers who included an unlawful noncompete clause in an employment contract or required employees to enter a noncompete agreement to have notified such employees "by February 14, 2024 . . . that the noncompete clause or noncompete agreement is void" and the notice "shall be in the form of a written individualized communication to the employee or former employee, and shall be delivered to the last known address and the email address of the employee or former employee." As section 16600.1 expressly states, an Employer's "violation of this section constitutes an act of unfair competition;" and employees can bring a "private action to enforce" section 16600.1, and obtain "injunctive relief," "actual damages," and "attorney's fees and costs." Cal. Bus. & Prof. Code § 16600.5(e).

Employer failed to provide Plaintiff and Aggrieved Employees adequate notice by February 14, 2024 that the unlawful noncompete in employment contracts is void in violation of Business and Professions Code section 16600.1. This is also a violation of Labor Code section 925 which prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would deprive the employee of the substantive protection of California law with respect to a controversy arising in California. Forcing California employees to sign noncompetes constitutes unfair competition under the Unfair Competition Law found at Business and Professions Code section 17200, *et seq*. and 16600.1(c).

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<u>Imposition of Unlawful Choice of Law And Choice of Venue Agreements</u>

California law generally bars employers from including or imposing non-California choice of venue and/or choice of law provisions upon California-based employees. *See* Cal. Lab. Code § 925 ((a) "An employer shall not require an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would do either of the following: (1) Require the employee to adjudicate outside of California a claim arising in California. (2) Deprive the employee of the substantive protection of California law with respect to a controversy arising in California.")

Employer required Plaintiff and Aggrieved Employees to agree in writing to an illegal noncompete agreement or provision in violation of Business and Professions Code 925(a) and Labor Code section 432.5. Forcing California employees to sign noncompetes constitutes unfair competition under the Unfair Competition Law found at Business and Professions Code section 17200, *et seq*. and 16600.1(c).

<u>Illegal Fee Shifting</u>

California law provides specific rights to employees who have to resort to litigation to resolve certain disputes with their employers including the provisions of Labor Code section 925 and Business and Professions Code section 16600, *et seq*. The right to obtain fees needed to remedy the illegal imposition of unlawful noncompetes, unlawful choice of law provisions, and unlawful deprivation of California employee rights, are statutory laws that cannot be contracted around in an employment agreement. These actions also violate Labor Code section 432.5 which provides in part that no employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law. This is also a violation of Labor Code section 925 which prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would deprive the employee of the substantive protection of California law with respect to a controversy arising in California. Forcing California employees to sign noncompetes constitutes unfair competition under the Unfair Competition Law found at Business and Professions Code section 17200, *et seq*. and 16600.1(c), and employees are entitled to their fees under Business and Professions Code section 16600.5(a), Labor Code section 925(c) and Labor Code section 2699(g), among other provisions.

<u>Conclusion</u>

Based on the above, Employer is in violation of California Labor Code section 2699.5 including but limited to the following categories of violations[1]:

[1] Without limitation, Plaintiff, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each of the following that are applicable, as is set forth in Labor Code Section 2699.5, which states:

> The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202,203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of

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1. California Business and Professions Code §§ 16600 and 16600.1 (illegal noncompete provisions);
2. California Labor Code § 925 ((a) (illegal choice of law and choice of venue provisions);
3. California Labor Code § 432.5 (illegal term or condition of employment); and
4. Illegal fee shifting under Labor Code section 432.5, Business and Professions Code section 16600.5(a), Labor Code section 925(c) and Labor Code section 2699(g), among other provisions.

Plaintiff requests that the agency investigate the above allegations and provide notice of the allegations pursuant to PAGA's provision. Alternatively, Plaintiff requests the agency inform them if it does not intend to investigate these violations so that he may include in their lawsuit the violations discussed in this letter.

Very truly yours,

HARDIN LAW GROUP, APC
A Professional Corporation

James B. Hardin

JBH/br

Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (I), (2), and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.