BIBIYAN LAW GROUP, P.C.

1460 Westwood Blvd
Los Angeles, CA 90024
310.438.5555 T
310.300.1705 F
www.tomorrowlaw.com

September 26, 2024

PAGA NOTICE FILED ELECTRONICALLY

Re: *Notice Letter of on Behalf of PEPITO NODORA and Aggrieved Employees Under California Labor section 2699.3*

Employer: ICHOR SYSTEMS, INC.
3185 Laurel View Court
Fremont, CA 94538

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter "PAGA Notice"). The $75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns PEPITO NODORA's ("Employee") employment with Employee's former employer: ICHOR SYSTEMS, INC. (hereinafter, collectively, "Employer"). Employee was employed as a non-exempt employee of Employer, at without limitation, 2195 Warm Springs Ct, Fremont, CA 94539, with duties that included, but were not limited to, shipping and receiving material, from approximately June of 2016 through approximately May of 2024. In connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, 1198.5, 1527, 3366, 3457, and 8397.4, Employee seeks to represent all employees of Employer, and each of them, as well as their parents, subsidiaries and affiliates. On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer. All employees that Employee seeks to represent, as detailed in this Paragraph, shall be referred to as "Aggrieved Employees". Moreover, the allegations herein shall encompass the "PAGA Period", which shall refer to three years preceding the date of this letter and continuing past the date of this Letter into perpetuity.

Employee and other Aggrieved Employees personally suffered Employer's violations of the Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its Employee and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer

under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, for failing to pay overtime as required under Labor Code section 226.2, and by attempting but failing to properly implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other Aggrieved Employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 221, 222, 223, 226.2, 510, 511, 551, 552, 1194, 1198 (as it pertains to employees governed by a collective bargaining agreement ["CBA"]), 1811, 1815 and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages, including, without limitation, at least one hour of unpaid overtime wages each day worked by each Aggrieved Employee during the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's control every day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental

rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; ; failing to pay the minimum amounts required under Labor Code section 226.2; and failing to pay split shift premiums. In addition, Employee and other Aggrieved Employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 226.2, 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1475, 1194, 1194.2, and 1198 to compensate them for at least one unpaid hour of work per day for each Aggrieved Employee in the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's control every day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other Aggrieved Employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code sections 1771, 1774 and 1198, and, thus Employer would be liable for civil penalties pursuant to these sections and Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its Employee and other Aggrieved Employees during the PAGA Period to every day work in excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, each workday, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods, including without, limitation meal periods that were recorded for less than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer but in practice were shorter than thirty minutes due to time required to walk to and from a suitable break area, time spent having to wait in line to clock back in, having to don and doff safety gear during the meal period, having to undergo security or bag checks during the meal period, and /or having to retrieve and store personal belongings during the meal period; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 221, 222 (as to employees governed by a CBA), 223, 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling Employee and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; failing to provide rest periods that were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from a suitable break area, time spent having to don and doff safety gear during the rest period, having to retrieve and store personal belongings during the rest period, and/or having to undergo security or bag checks during the rest period, requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry

cellular telephones or walkie-talkies during rest periods; not providing rest periods in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other Aggrieved Employees from taking cooldown periods every day as required under California Code of Regulations, Title 8, Section 3395; rest and recovery periods as required by Labor Code section 226.2; and premium pay in lieu thereof under Labor Code section 226.7. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated California Code of Regulations, Title 8, Section 3395 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. In addition, for the failure each day of the PAGA Period by Employer to provide rest and recovery periods under Labor Code section 226.2, each Aggrieved Employee was owed compensation at a regularly hourly rate that is no less than the higher of the amounts set forth in Labor Code section 226.2(a)(3)(A)(i) or 226.2(a)(3)(A)(ii). However, Employee is informed and believes that those premium payments under Labor Code section 226.7, and rest and recovery periods under Labor Code section 226.2(a)(3)(A) were not made for these non-compliant cooldown periods and/or rest and recovery periods, either at all or at the proper rate of pay, in violation of Labor Code sections 226.2, 226.7 and/or 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, the names and addresses of all employees employed and the ages of all minors under Labor Code section 1174, subsection (c), payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by, and applicable piece rate paid to, employees employed at the respective place of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record provided by the contractor under Labor Code section 1695.55, as well as the information required to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other Aggrieved Employees upon request in violation of these Labor Code sections, as well as Labor Code section 1198 and/or 1775, subdivision (b)(1). Employee and the Aggrieved Employees personally suffered these violations, which in turn would entitle Employee and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Both independently and as a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or rest periods, as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish Aggrieved Employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the inclusive dates of the period for which the employee is paid; the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other (and, in the case of a farm labor contractor, the name and address of the legal entity that secured the services of the employer); and other such information as required by Labor Code section 226, subdivision (a), as well as Labor Code section 226.2 to the extent it does not include for piece-rate work the information required therein including, without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-productive time and rest and recovery periods. Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other Aggrieved Employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections

226, 226.2, 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 and 226.2 for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 226 and 226.2 were not paid for these violations of Labor Code sections 226 and 226.2. Employer would thus be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer also willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time off; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 201, 201.5, 201.7, 202 203, 203.5 ,204a, 204.1, 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 (or, as applicable, 203.5, 204a, 204.1, 204.2, 205 and/or 205.5) for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 203 (or 203.5 and/or 204a) were not made for these violations of Labor Code sections 201, 201.5, 201.7, 202, 203, 203.5, 204b, 204.1, 204.2, 205 and/or 205.5. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer required or requires the execution of a release of claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, including, without limitation, as a condition of being paid, to execute a statement of the hours worked during a pay period in which Employer knew to be false. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code sections 206.5 and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages from Employee and other Aggrieved Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the "regular rate" of compensation as provided under Labor Code sections 226.7 and 510, subsection (a), thus violating those Labor Code sections, as well as Labor Code section 1198. In addition, Employee is informed and believes that Employer, by these deductions and/or otherwise, have caused wages earned by Employee and Aggrieved Employees to be charged back or kicked back to Employer. Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees have personally suffered violations under these sections and are entitled to relief under, without limitation, Labor Code sections 212, 221, 222 (as it pertains to employees governed by a CBA), 223, 226.7, 246, 510 subsection (a), 1194, and 1197. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Employee is informed and believes that Employer violated Labor Code sections 1198 and 2810.5. Employee and other Aggrieved Employees personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may collect from Employer in connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and

2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other Aggrieved Employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment medical, physical or drivers' exams taken as a condition of employment, or for compelling or coercing Employee and Aggrieved Employees, including applicants, to patronize in the purchase of a value or things, including, without limitation, the Employer's product(s) and/or service(s), in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and common law offenses. As a result, Employee and other Aggrieved Employees have personally suffered these violations and Employer are liable to reimburse Employee and other Aggrieved Employees for these costs incurred in furtherance of work duties. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code sections 404 and 1198, that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages in the amount of the deposit and accrued interest. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties under Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with all rights afforded to them under the Healthy Workplace Heathy Families Act of 2014, codified at Labor Code section 245, *et seq.,* including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other Aggrieved Employees as contemplated under California and local laws, including, without limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or

domestic partner without retaliation. Employee is additionally informed and believes that the notice requirement of Labor Code section 221, 222 (as it pertains to employees governed by a CBA), 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Employee is thus informed and believes that Employer violated these Labor Code sections, as well as Labor Code section 1198. As such, Employee and other Aggrieved Employees have personally suffered violations under these sections and Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay Employee and other Aggrieved Employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 227.3 and applicable Wage Orders. Employee is thus informed and believes that Employer violated these Labor Code sections, as well as Labor Code section 1198. As such, Employee and other Aggrieved Employees have personally suffered these violations and Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204 and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers, including without limitation, Employee, with

owed wages weekly by not later than the regular payday of the following week. Employee is informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198. As a result, pursuant to Labor Code section 201.3, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties pursuant to Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer has or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for Employee and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Employee and/or Aggrieved Employees on account of a gratuity, or required Employee and/or Aggrieved Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due to the Employee and/or Aggrieved Employees from the Employer. In addition, Employee is informed and believes, and based thereon alleges, that Employer permits and/or permitted patrons to pay gratuities by credit card but failed to pay Employee and/or Aggrieved Employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit card payment processing fees that may be charged to the employer by the credit card company by not later than the regular payday following the date the patron authorized the credit card. In addition, Employer failed to keep accurate records of all gratuities received by Employer and made those open to inspection at all reasonable hours. Employee is informed and believes that this has resulted in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections 351 and 353, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to provide all working employees, including without limitation Employee, with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employer has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted Employee and other Aggrieved Employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing. Employee and other aggrieved employees have personally suffered these violations. Employee is informed and believes that this has resulted in a violation of Labor Code section 1198. As a result, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's

conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employee and Aggrieved Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k), and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from disclosing violations of state and federal law, either within Employer to their managers or outside of Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Employee and other Aggrieved Employees personally suffered these violations. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 232, 232.5 and 1198. Employee and other Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these violations would expose Employer to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Employee and other Aggrieved Employees personally suffered these violations. Employee is informed and believes that this lawful conduct includes, without limitation, the exercise of Employee and other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or

injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent Aggrieved Employees, including Employee, from engaging or participating in politics and/or from becoming a candidate for public office. Moreover, Employee is informed and believes, and based thereon alleges that Employer coerced, influenced and/or attempted to coerce and/or influence Employee and other Aggrieved Employees, through or by means of threat of discharge and/or loss of employment, to adopt or follow or refrain from adopting or following a particular course or line of political action and/or political activity. Employee is informed and believes, and based thereon alleges that in doing so, Employer has violated, without limitation, Labor Code sections 1101, 1102, 1102.5 and 1198. Employee and other Aggrieved Employees personally suffered these violations and are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer, including its agents, managers, superintendents, and/or officers, required Employee and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Employer (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements, purported confidentiality agreements, purported severance agreements, or purported release agreements, and other written documents presented for signature and/or assent to Employee and/or Aggrieved Employees by Employer. And, even more specifically, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of requiring Employee and other Aggrieved Employees to agree in writing to confidentiality policies that unlawfully restrain trade by prohibiting employees from speaking with prospective employers about their work with Employer, including but not limited to their wages and working conditions. Employer also required Employee and Aggrieved Employees to inform prospective employers of Employer's restrictions of Employee's and Aggrieved Employees' freedom to work. As a result, Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and 1198. As such, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees personally suffered these violations, and that Employer violated, without limitation, Labor Code section 432.5 and Government Code section 12952, entitling Employee and other Aggrieved Employees to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).

Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of conducting unlawful background checks on prospective and current employees, including without limitation Employee, prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employer violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employer made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Employer made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees personally suffered these violations, as well as violation of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections 432.7 and 1198, as well as Government Code section 12952, entitling Employee and other Aggrieved Employees to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. Employee is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason, as well as for other reasons, Employee is informed and believes, and based thereon alleges, that Employer has failed to pay its employees at wage rates less than those paid to employees of the opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and/or performed under similar working conditions without sufficient legal rationale. Finally, Employee is informed and believes, and based thereon alleges that Employer has discharged and/or discriminated and/or retaliated against Employee and Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement

of Labor Code section 1197.5. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5, and 1198. Employee also alleges that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer and others in connection with the Employer (including, without limitation, the owner of the property, controller, and others in concert with the Employer) employed, permitted and/or suffered to work minors under the age of sixteen (16) years in connection with a manufacturing establishment or other place of employment; in adjusting belts to machinery, sewing or lacing machine belts in a workshop or factory, and/or oiling, wiping, cleaning machinery and/or assisting therewith; in operating or assisting in operating machines, including circular or band saws, wood shapers, wood-jointers, planers, sandpaper machinery, wood-polishing machinery, wood turning or boring machinery, picker machines, machines used in picking wool, cotton, hair or other material, carding machines, leather-burnishing machines, laundry machines, printing-presses, boring or drill presses, stamping machines used in sheet-metal and tinware, in paper and leather manufacturing, in washer and nut factories, metal or paper-cutting machines, paper-lace machines, corner-staying machines in paper-box factories, corrugating rolls, dough brakes, cracker machinery, wire or iron straightening or drawing machinery, rolling mill machinery, power punches or shears, washing, grinding or mixing machinery, calendar rolls in paper and rubber manufacturing, steam boilers, and others, even in or out of proximity to hazardous or unguarded belts, machinery or gearing; and in occupations declared hazardous as set forth in Labor Code section 1293.1; all in violation of Labor Code sections 1290, 1292, 1293, 1294.1 and 1301. In addition, Employee is informed and believes, and based thereon alleges that Aggrieved Employees are covered by Labor Code section 1391, Educational Code 49112 and Educational Code 49116. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees, who are fifteen (15) years old or younger to work for more than eight (8) hours in one day of twenty-four (24) hours, and/or more than forty (40) hours in one week, and/or before 7:00 a.m. or after 7:00 p.m. Employee is further informed and believes, and based thereon alleges, that Employer had and has a policy or practice of, among other things, requiring its employees, who are fourteen (14) or (15) years old to work, while school is in session, for more than three hours in any schoolday and/or more than eighteen (18) hours in any week. Employee is further informed and believes, and based thereon alleges, that Employer had and has a policy or practice of, among other things, requiring its employees, who are sixteen (16) or seventeen (17) years old, to work for more than eight (8) hours in one day, and/or more than 48 hours in one week, and/or before 5 a.m., and/or after 10 p.m. on any day preceding a schoolday, and/or to work more than four (4) hours on a schoolday. Accordingly, for violations of Labor Code section 1391, *et seq.*, As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198. Employee

also alleges that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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Although notice is not required under Labor Code section 2699.3 to recover penalties under Labor Code section 226.8, Employee is informed and believes, and based thereon alleges that Employer willfully misclassified Employee and Aggrieved Employees as independent contractors and charged willfully misclassified independent contractors a fee, or made deductions from compensation for purposes that include, without limitation, goods, materials space, rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual's employment where these acts would have violated the law if the individual were not misclassified. As such, including the Labor Code sections described hereabove, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 226.8. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

Employee is further informed and believes that within 5 years of any of violations described above, the LWDA or a court has issued a finding or determination to the Employer that its policy or practice giving rise to such violations was unlawful, and thus Employer is further

liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). Employer was found to have unlawfully committed some or all of the above-related Labor Code violations, and thus is subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the Employer's conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employer's receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

cc: ICHOR SYSTEMS, INC.
(via U.S. Certified Mail, Return Receipt Requested)