

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
nick@bamlawca.com

WRITERS EXT:
1004

March 4, 2026
CA3768

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Packaging Corporation of America
Certified Mail #9589071052703647148798
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Christopher Rhynes (“Plaintiff”) and all other Aggrieved Employees of PCA Central California Corrugated, LLC and/or Packaging Corporation of America and/or Sacramento Container Corporation (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by PCA Central California Corrugated, LLC and/or Packaging Corporation of America and/or Sacramento Container Corporation in California, including any employees staffed with PCA Central California Corrugated, LLC and/or Packaging Corporation of America and/or Sacramento Container Corporation by a third party, and classified as non-exempt employees during the time period of March 4, 2025 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from February 10, 2015 to July 23, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as a utility worker working at 4841 Urbani Rd. McClellan, CA 95652. As a utility worker, Plaintiff was essentially a swiss-army knife for Defendant. Plaintiff completed special remodeling projects for the work site, which included painting, redoing the wood flooring, and installing new shelves and barriers. Plaintiff also did janitorial work - cleaning bathrooms, maintenance around the site, and cleaned floors. Defendant also asked Plaintiff to operate machinery, forklifts, work on conveyor systems, and load trucks. Lastly, Plaintiff also did water treatment for the work site. Plaintiff made the water drinkable by delicately putting a certain amount of chemicals to bring the PH level of the water down. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, During the PAGA Period, Plaintiff was unable to take rest breaks and took some of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff was pulled in many different directions and had to complete a litany of tasks each day for Defendant. The special installation projects had to be done within a certain time frame forcing Plaintiff to miss his meal and rest breaks. If Plaintiff was not completing a project, his wide variety of daily tasks also forced Plaintiff to either miss his meal and/or rest breaks or take them late. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant did not pay Plaintiff any meal or rest break penalties. Attached as **Exhibit #1** is the true and correct copy of Plaintiff's wage statement for the pay period from July 14, 2025 to July 20, 2025 showing no rest break premiums paid and no meal break premiums paid by Defendant for the year to date of 2025.

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. While on a meal break, Plaintiff would keep completing the special installation projects assigned to him to ensure they were done in time. On top of the special projects, Plaintiff's janitorial duties and other manual labor tasks piled up. This also led to Plaintiff working through his meal and rest breaks. Plaintiff would also end his meal and rest breaks early to cover a shift for someone else because Defendant asked him to. Further, prior to clocking in for work, Plaintiff would unload trucks that arrived to Defendant's work site early. After clocking out for the day, Plaintiff would continue the water treatment for the plant and finish his cleaning duties. However, Plaintiff was not compensated for any of this off the clock work. These actions above resulted in unpaid

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. Plaintiff used his personal cell phone during his work day to stay in contact with manager for when he was needed for special projects. He also answered his personal cell phone for work calls during breaks. However, Plaintiff was not reimbursed the use of his personal cell phone.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
nick@bamlawca.com

WRITERS EXT:
1004

March 4, 2026
CA3768

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

PCA Central California Corrugated, LLC
Certified Mail #9589071052703647148774
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Christopher Rhynes (“Plaintiff”) and all other Aggrieved Employees of PCA Central California Corrugated, LLC and/or Packaging Corporation of America and/or Sacramento Container Corporation (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by PCA Central California Corrugated, LLC and/or Packaging Corporation of America and/or Sacramento Container Corporation in California, including any employees staffed with PCA Central California Corrugated, LLC and/or Packaging Corporation of America and/or Sacramento Container Corporation by a third party, and classified as non-exempt employees during the time period of March 4, 2025 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from February 10, 2015 to July 23, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as a utility worker working at 4841 Urbani Rd. McClellan, CA 95652. As a utility worker, Plaintiff was essentially a swiss-army knife for Defendant. Plaintiff completed special remodeling projects for the work site, which included painting, redoing the wood flooring, and installing new shelves and barriers. Plaintiff also did janitorial work - cleaning bathrooms, maintenance around the site, and cleaned floors. Defendant also asked Plaintiff to operate machinery, forklifts, work on conveyor systems, and load trucks. Lastly, Plaintiff also did water treatment for the work site. Plaintiff made the water drinkable by delicately putting a certain amount of chemicals to bring the PH level of the water down. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, During the PAGA Period, Plaintiff was unable to take rest breaks and took some of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff was pulled in many different directions and had to complete a litany of tasks each day for Defendant. The special installation projects had to be done within a certain time frame forcing Plaintiff to miss his meal and rest breaks. If Plaintiff was not completing a project, his wide variety of daily tasks also forced Plaintiff to either miss his meal and/or rest breaks or take them late. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant did not pay Plaintiff any meal or rest break penalties. Attached as **Exhibit #1** is the true and correct copy of Plaintiff's wage statement for the pay period from July 14, 2025 to July 20, 2025 showing no rest break premiums paid and no meal break premiums paid by Defendant for the year to date of 2025.

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. While on a meal break, Plaintiff would keep completing the special installation projects assigned to him to ensure they were done in time. On top of the special projects, Plaintiff's janitorial duties and other manual labor tasks piled up. This also led to Plaintiff working through his meal and rest breaks. Plaintiff would also end his meal and rest breaks early to cover a shift for someone else because Defendant asked him to. Further, prior to clocking in for work, Plaintiff would unload trucks that arrived to Defendant's work site early. After clocking out for the day, Plaintiff would continue the water treatment for the plant and finish his cleaning duties. However, Plaintiff was not

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

compensated for any of this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. Plaintiff used his personal cell phone during his work day to stay in contact with manager for when he was needed for special projects. He also answered his personal cell phone for work calls during breaks. However, Plaintiff was not reimbursed the use of his personal cell phone.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
nick@bamlawca.com

WRITERS EXT:
1004

March 4, 2026
CA3768

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Sacramento Container Corporation
Certified Mail #9589071052703647148781
JOSEPH LEROY
4330 CHAMPAGNE CT.
LOOMIS, CA 95650

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Christopher Rhynes (“Plaintiff”) and all other Aggrieved Employees of PCA Central California Corrugated, LLC and/or Packaging Corporation of America and/or Sacramento Container Corporation (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by PCA Central California Corrugated, LLC and/or Packaging Corporation of America and/or Sacramento Container Corporation in California, including any employees staffed with PCA Central California Corrugated, LLC and/or Packaging Corporation of America and/or Sacramento Container Corporation by a third party, and classified as non-exempt employees during the time period of March 4, 2025 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from February 10, 2015 to July 23, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as a utility worker working at 4841 Urbani Rd. McClellan, CA 95652. As a utility worker, Plaintiff was essentially a swiss-army knife for Defendant. Plaintiff completed special remodeling projects for the work site, which included painting, redoing the wood flooring, and installing new shelves and barriers. Plaintiff also did janitorial work - cleaning bathrooms, maintenance around the site, and cleaned floors. Defendant also asked Plaintiff to operate machinery, forklifts, work on conveyor systems, and load trucks. Lastly, Plaintiff also did water treatment for the work site. Plaintiff made the water drinkable by delicately putting a certain amount of chemicals to bring the PH level of the water down. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, During the PAGA Period, Plaintiff was unable to take rest breaks and took some of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff was pulled in many different directions and had to complete a litany of tasks each day for Defendant. The special installation projects had to be done within a certain time frame forcing Plaintiff to miss his meal and rest breaks. If Plaintiff was not completing a project, his wide variety of daily tasks also forced Plaintiff to either miss his meal and/or rest breaks or take them late. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant did not pay Plaintiff any meal or rest break penalties. Attached as **Exhibit #1** is the true and correct copy of Plaintiff's wage statement for the pay period from July 14, 2025 to July 20, 2025 showing no rest break premiums paid and no meal break premiums paid by Defendant for the year to date of 2025.

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. While on a meal break, Plaintiff would keep completing the special installation projects assigned to him to ensure they were done in time. On top of the special projects, Plaintiff's janitorial duties and other manual labor tasks piled up. This also led to Plaintiff working through his meal and rest breaks. Plaintiff would also end his meal and rest breaks early to cover a shift for someone else because Defendant asked him to. Further, prior to clocking in for work, Plaintiff would unload trucks that arrived to Defendant's work site early. After clocking out for the day, Plaintiff would continue the water treatment for the plant and finish his cleaning duties. However, Plaintiff was not compensated for any of this off the clock work. These actions above resulted in unpaid

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. Plaintiff used his personal cell phone during his work day to stay in contact with manager for when he was needed for special projects. He also answered his personal cell phone for work calls during breaks. However, Plaintiff was not reimbursed the use of his personal cell phone.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.