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VIA U.S. CERTIFIED MAIL

March 3, 2022

Hogarth Worldwide Inc.
C/O WPP, 175 Greenwich St, 31st. Fl.
New York, New York 10007

Hogarth California LLC
C/O WPP, 175 Greenwich St, 31st. Fl.
New York, New York 10007

Chris Norwood
Global Managing Director
Hogarth California LLC
C/O WPP, 175 Greenwich St, 31st. Fl.
New York, New York 10007

Labor and Workforce Development Agency
(via online submission)

RE: California Labor Code section 2699 (Private Attorneys General Act) Notice by Aggrieved Employee

Dear PAGA Administrator:

My office represents MICHAEL OSBORN ("Plaintiff"). This constitutes statutory notice pursuant to Labor Code section 2699.3(a)(1) for purposes of bringing a claim under the Private Attorneys General Act ("PAGA"), Cal. Labor Code section 2699, et seq. Please consider this a request for the California Labor & Workforce Development Agency ("LWDA" or "Agency") to take action against HOGARTH WORLDWIDE INC., HOGARTH CALIFORNIA LLC, and their agents, managers, supervisors, and/or owners – including, without limitation, Hogarth California LLC Global

Managing Director Chris Norwood – (collectively “Defendants”), for violations of the California Labor Code described below. Plaintiff seeks to assert a PAGA claim on behalf of the State of California and all other current and/or former non-exempt tech workers who have been employed by Defendants in California.

THIS NOTICE ALSO SERVES AS A GENERAL LITIGATION PRESERVATION NOTICE to preserve all documents relating to all employees, including but not limited to all timekeeping and payroll records in paper form, native electronic form and any other format in which they are generated and maintained in the regular course of business; all databases and computer or electronic systems that are used for timekeeping and payroll; all records and evidence in any way related to the facts and claims asserted in this letter; all records and evidence in any way related to claims of Aggrieved Plaintiff, the state, and other current or former employees under the California Labor Code Private Attorney General (including underlying Labor Code and Industrial Welfare Commission Wage Orders), the California Government Code, and the Equal Employment Opportunity Act. These documents include but are not limited to all schedules (both current and former), all timekeeping records, all rest and meal period records, all duty and responsibility records, all records which include employee signatures or initials, all payroll records, all state or federal withholding records, all personnel files and other employment records, all records concerning the payment or non-payment of wages, or provision or non-provision of state mandated labor code protections, as well as all documents pertaining to harassment or discrimination against employees, all communications relating to these records and documents, and all emails relating to these records and documents.

Further, pursuant to, without limitation, California Labor Code sections 210, 558, 558.1, 1197.1, 2699(f) and other provisions of the Labor Code, please consider this a notice to Defendants and all other persons acting on behalf of Defendants and the employer – including, without limitation, Hogarth California LLC Global Managing Director Chris Norwood – who caused to be violated any provision of the California Labor Code or Wage Orders governing hours and days of work.

This investigation request and notice of California Labor Code violations concerns the systematic failure by Defendants to pay current and former non-exempt employees in conformance with the California Labor Code and Wage Orders. At the core of Defendants’ violations is a policy of failing to properly record and compensate all work performed by non-exempt tech worker employees.

Liability under the Private Attorneys General Act may be based on a wide variety of Labor Code predicate provisions, including but not limited to sections 201, 202, 203, 210, 216, 218, 218.6, 223, 225, 226, 226.2, 226.7, 510, 512, 2810.5, 6400, 6401, 6401.7, 6402, 6403, 6404, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1199, 2673.1(a), and 2802, Industrial Welfare Commission Wage Orders, sections 2699 et seq. and all of the provisions listed in Labor Code section 2699.5 (including the penalty provisions related to these predicate provisions), among others. Any violation of these or any other Labor Code provisions serve as the basis for a PAGA claim by an aggrieved employee on behalf of themselves and other current and former employees.

The violations set forth below in this notice relate to all non-exempt tech sector workers employed by Defendants in California. The violations include:

1. Failure to provide or authorize and permit thirty-minute meal periods to which non-exempt employees are entitled, and failure to pay premium meal period wages in lieu of meal breaks,

in violation of Cal. Labor Code sections 226.7 and 512, the Wage Orders and California case law. Defendants did not schedule or provide meal periods to non-exempt tech sector employees, or maintain records of same. Indeed, Defendants required employees to submit their hours worked in blocks of time, without any record of a meal period having been provided, as reflected by a clock-in or clock-out times for same, or even to reflect or certify that meal periods had been taken. This is because Defendants did not relieve Plaintiff and other employees of all duties in order to satisfy their obligation to provide complete thirty-minute meal periods. This resulted in employees working straight through their shifts without a meal period. Defendants do not schedule or provide meal periods for non-exempt tech employees, which resulted in late, missed, on-duty or interrupted meal breaks.

2. Defendants failed to pay wages for non-exempt tech workers' preliminary duties taking place prior to the commencement of their paid work hours, such as setting up of computer equipment. This resulted in the failure to pay at least minimum wage for all hours worked and, in certain instances when such unpaid time caused an employee's daily hours to exceed 8, or caused an employee's weekly hours to exceed 40, Defendants failed to pay employees overtime wages.
3. Failure to keep accurate time records and failure to provide accurate wage statements. It was the practice of Defendants to not pay premiums after each failure to permit complete and timely meal breaks, and the wage statements Defendants issued failed to reflect such earned premium wages. Further, Defendants failed to record or pay wages for non-exempt tech workers' preliminary duties taking place prior to the commencement of their paid work hours, such as, without limitation, setting up of computer equipment.
4. Defendants failed to provide reimbursement for necessary business expenses, such as mileage incurred travelling between work locations to perform work tasks, in violation of Labor Code section 2802.
5. Failure to pay all wages owed immediately or within 72 hours upon separation from employment in violation of Labor Code sections 201, 202, 203, 256, and 1197.1. Defendants systematically failed to pay all wages earned (as described above) including unpaid minimum and overtime wages and failed to pay all additional wages in lieu of providing all meal periods.

The above provisions do not include all of the derivative penalties associated with the above provisions, which are listed throughout the Labor Code and are PAGA penalties.

Aggrieved Plaintiff MICHAEL OSBORN may be contacted through our office: Mallison & Martinez, Attorneys at Law, 1939 Harrison Street, Suite 730, Oakland, California 94612.

If no action is taken by the Agency within 65 days, we will assume that we may pursue this action under the theories described above against the Defendants described above and their managers, agents, owners, and other liable persons and entities (pursuant to, without limitation, Labor Code sections 210, 558, 1197.1, 2699(f) (and other provisions)).

Sincerely,

MALLISON & MARTINEZ

A handwritten signature in black ink, appearing to read "Dan Keller". The signature is fluid and cursive, with the first name "Dan" and last name "Keller" clearly distinguishable.

Dan Keller, Esq.