



Starsky Robinson

Confirmation Request — Final Wages & PTO (Cal. Labor Code §§ 201, 203, 227.3)

Starsky Robinson >

Tue, Apr 22 at 3:55 PM

To: Maria Abney <maria@highlyconcentr8ed.com>, Erik <erik@highlyconcentr8ed.com>

Header: *Without prejudice / For settlement purposes only*

Hi Maria,

Because all work was performed while I resided and worked in California, the wage-payment provisions of Labor Code §§ 201 & 203 and the PTO-cash-out requirement of § 227.3 apply.
To avoid any misunderstanding:

Item	Basis	Gross \$
Salary week 19 – 25 Apr 2025	29 C.F.R. § 541.602 (worked Sat 19 Apr)	\$1,442
PTO payout (40 h)	Offer letter + Lab. Code § 227.3	\$1,442
Total wages		\$2,884

Could you please confirm by close of business Friday 25 April 2025 whether these amounts will appear on the 2 May 2025 payroll?

If a different pay date or method is planned, let me know so we can align without further action.

I remain willing to resolve any disputed figures informally or through the DLSE conference process before filing a formal claim.

Thank you for your prompt attention.

Best regards,
Starsky Robinson
Los Angeles, CA | (310) 424-8463

Attachments (3):

1. **ADP-Paystub-18-Apr-2025.png** — shows salary rate & “Vacation Balance 40 hrs”
2. **Offer-Letter-PTO-Clause.pdf** — excerpt with 40-hour front-loaded PTO language

On Tue, Apr 22, 2025 at 10:30 AM Maria Abney <maria@highlyconcentr8ed.com> wrote:

Hello Starsky,

This message is in response to your email dated 4/22/25, outlining claims regarding final compensation, PTO payout, and additional documentation.

After reviewing your signed employment agreement, offer letter, and our company policies, we are providing the following clarifications:

1. Salary for the Week of April 21–25

Our standard workweek is Monday through Friday. Your last day of active employment was Friday, April 18, and your termination was effective Sunday, April 20—prior to the start of the following workweek on Monday, April 21. While you referenced minimal activity on Saturday, April 19, that activity falls within the prior work week of April 14–18 and will be treated accordingly for payroll purposes.

You did not perform work during the week of April 21–25, and as such, are not entitled to salary for that period. Under your employment agreement, which is governed by Florida and Federal law, Highly Concentr8ed is not obligated to pay for weeks in which no services were performed. You were will be compensated in full through your last active workday, and no additional salary is owed

2. PTO Payout

Your offer letter states that you were entitled to **40 hours of vacation time**. However, nowhere does it state—nor was it ever implied or in writing—that this time would be paid out upon termination, or ever.

As outlined in Highly Concentr8ed's policies and reaffirmed in your signed employment contract (Section 13), unused vacation time is forfeited upon separation, does not roll over, and is not paid out at year-end or at termination. This policy applies to all employees and was also communicated to you during your offer call with Erik as a witness.

Additionally, your separation was performance-based, and in accordance with our policy, no payout of unused vacation time is owed in such cases. California Labor Code § 227.3 is not applicable, as this was not a California employment agreement and Florida law governs the terms of employment.

3. Expense Reimbursement

You did not submit any itemized or pre-approved expense reports during your employment. In accordance with our policies agreed upon, reimbursement requires prior approval and submission in accordance with our policies, which did not occur. **No expenses are owed.**

4. Separation Documents

COBRA and Cal-COBRA requirements do not apply in this case. Highly Concentr8ed is a Florida-based employer with no operations in California and fewer than 20 employees. While a California tax ID was submitted for onboarding-related payroll purposes, this does not override the governing law of your signed employment agreement, which is Florida-based.

Additionally, you were not enrolled in any group health plan during your employment, and your tenure was limited to three weeks, which did not meet eligibility thresholds for most benefit programs. As such, there is no continuation coverage to extend, and no COBRA or Cal-COBRA documentation is applicable or required.

If you would like a standard Notice of Separation for your personal records or new employer, we're happy to provide that upon request.

5. Waiting Time Penalties (CA Labor Code § 203)

These penalties do not apply. Your employment was governed by a Florida employment agreement (see Section 16) and executed by a Florida company. All obligations have been fulfilled under the terms of that agreement.

Your final paycheck, covering wages earned through your last working days, will be issued on your regular payroll date of May 2, 2025 for the time period applicable, in accordance with our standard pay schedule. This complies with all applicable labor laws based on the governing state and the structure of your employment. As such, no wages are late or unpaid, and there is no basis for waiting time penalties under any statute.

Your employment agreement, signed by both parties, clearly outlines the terms, including governing law, PTO policies, at-will status and final pay procedures in accordance with our policies. Highly Concentr8ed has fulfilled all obligations based on your role, compensation, and our company policies.

We are confident in our position and are prepared to defend it with the full support of your signed employment contract, company policies, and documented performance records.

Additionally, please note that our business operates Monday through Friday, and all time-sensitive matters are reviewed within those standard business hours.

On Tue, Apr 22, 2025 at 12:37 PM Starsky Robinson [REDACTED] wrote:

Hi Maria,

I hope you're well. Please see the final accounting items below; supporting screenshots of my ADP pay-stubs (18 Apr) and the **"Vacation Balance 40 hrs"** display are attached for your payroll team's convenience.

1. **Unpaid salary week (19 – 25 April)**

Because I performed exempt work on **Saturday 19 April** (Slack message re Hotjar) and remained employed until your termination e-mail on **Sunday 20 April @ 5:41 p.m. PST**, federal and California salary regulations (29 C.F.R. § 541.602; DLSE § 51.6.18) require payment of the **full weekly salary — \$1,442 gross**.

2. **PTO payout**

Under Labor Code § 227.3 and the 26 March offer letter, my **40 hours of front-loaded PTO vested upon hire** and must be cashed out at separation — **\$1,442 gross**.

3. **Expense reimbursement (Labor Code § 2802)**

CA law entitles me to reimbursement of necessary business expenses (mobile, home internet, SaaS). I will forward the itemized log immediately after you confirm your preferred submission method.

4. **Statutory separation documents**

Please provide: **EDD DE 2320 ("For Your Benefit")**, **Notice to Employee—Change in Relationship**, and **COBRA/Cal-COBRA materials**.

Amounts & logistics

Item	Gross \$
Weekly salary 19–25 Apr	1,442
PTO payout (40 h)	1,442
Subtotal wages due	2,884
Waiting-time penalty (§ 203)(daily ≈ \$288, accruing from 21 Apr) running	
Expenses (per log)	TBD

Payment may be made via the same ACH routing used for regular payroll. If an off-cycle check is required, please advise today so I can confirm mailing details.

Kindly confirm **by Friday, 25 April 2025 at 9:39 AM PDT / 12:39 PM EDT** (72 hours from the timestamp of the original e-mail correspondence regarding this topic).

- net amounts & pay date for the items above, and
- The procedure/contact for expense submission.

Absent confirmation, I will file a wage claim with the California Labor Commissioner on the next business day to preserve my rights, including waiting-time penalties under Labor Code § 203.

Thank you for your prompt attention. Feel free to let me know if additional documentation is needed.

Best regards,

Starsky Robinson

Los Angeles, CA | (310) 424-8463

On Sun, Apr 20, 2025 at 11:34 PM Starsky Robinson <hire.starskyrobinson@gmail.com> wrote:

Dear Maria,

Thank you for your message.

I had also planned to request a check-in on Monday, as I had begun to identify several internal challenges that led me to similarly question the long-term alignment of this engagement. I appreciate the opportunity to support HC8 and gain insight into the company's operations during this time.

To clarify: my role was defined around leading digital marketing strategy, SEO/SEM, CRM, analytics, and revenue-focused initiatives. While I collaborated with Jim and supported project planning efforts, the scope of the website redesign ultimately required resourcing, technical execution, and UX ownership beyond what was communicated during my onboarding or listed in the original scope of responsibilities.

That said, I worked diligently to contribute value across core strategic areas:

- Conducted a full website audit with SEO, GA4, and UX recommendations
- Identified plugin conflicts and analytics issues in GA4 and GTM
- Drafted homepage messaging and developed a SWOT framework
- Proposed CRM segmentation strategies and automation ideas via HubSpot
- Flagged critical issues in B2B/DTC funnel design and conversion flow gaps

Many of these challenges had also been previously raised by the prior digital marketing manager — which suggests that the obstacles encountered were systemic and structural, not individual or performance-related.

To be clear and on record:

This transition reflects a **misalignment of role expectations**, not a lack of performance or engagement. As a remote California-based employee supporting a Florida business, I reserve my rights under **California Labor Code §§ 2802 and 2750.3**, which protect remote workers and require proper role classification and expense treatment. Additionally, I understand that under **Florida's at-will employment laws** (Fla. Stat. § 448.102), either party may end employment at any time — though any public or internal characterization of "performance" issues must be consistent with documented facts.

All project deliverables, communication, and audit materials were shared transparently through Slack, Google Docs, and Fathom recordings. If you'd like me to forward any final files or ensure a clean documentation handoff, I'm happy to assist.

I sincerely wish HC8 continued success as it grows and appreciate the chance to contribute during this phase of the company's evolution.

Warm regards,

Starsky J. Robinson

Digital Marketing Strategist | SEO & CRM Consultant

Los Angeles, CA

On Sun, Apr 20, 2025 at 5:41PM Maria Abney <maria@highlyconcentr8ed.com> wrote:

Dear Starsky,

I hope this message finds you well.

After having discussions with our team, careful consideration and a thorough review of the work completed over the past several weeks, we have made the decision to terminate your employment with Highly Concentr8ed, effective immediately.

When you were brought on as our Digital Marketing Manager, the expectation was that you would take full ownership of our digital initiatives, including strategic planning, UX/UI optimization, implementation excluding development work with direct delegations, and the broader responsibilities outlined for the role, within our existing platform. Unfortunately, we have not seen the level of progress or initiative that we needed for this position.

To date, there has been limited meaningful execution of the initial deliverables, aside from the work completed by Jim. The website redesign project remains at a rough outline stage, and you've stated that further input is still needed, despite this being your responsibility to lead and delegate. The project has required substantial involvement from both myself and Jim, along with conversations about bringing in outside assistance, something that contradicts our initial discussions prior to your hiring, where it was understood that you would be able to work within our existing platform at the level required for this role considering the ongoing optimizations that will be needed long term.

We are now three weeks in, and while the timeline for technical SEO improvements, UX/UI revamp, and Google Search Console cleanup was scheduled for completion next week, it's clear that the milestone will not be met considering we are still at the 'rough outline' stage. At this point, we expected to see forward progress and impactful changes that would begin delivering results, which unfortunately has not occurred.

Additionally, there have been ongoing suggestions of moving the project to Shopify, despite our decision, based on extensive research, to remain on WordPress. We chose WordPress due to its flexibility and

scalability our ecosystem requires at a significantly lower cost, and we were transparent from the beginning that this role would require deeper technical involvement. This was a key factor in bringing on a full-time Digital Marketing Manager, but the role has shifted away from fulfilling its original scope.

Given the ongoing misalignment between role expectations for our specific needs at this time and actual performance, we believe it is in the best interest of both parties to part ways at this time. As part of standard offboarding procedures, your access to internal systems will be deactivated immediately. If any documentation or work was created or stored outside of our company shared drives, please forward all relevant files to this email at your earliest convenience so we can ensure a smooth transition. If you have any questions regarding final compensation, please feel free to reach out.

We've genuinely enjoyed having you as part of the team and truly appreciate the ideas and effort you brought to the table. While we had hoped for stronger alignment with the scope and expectations of the position, we value the time you spent with us and hold no hard feelings. We sincerely wish you all the best in your future endeavors and professional journey.

Warm regards,
Maria

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Maria Abney

President

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