

September 26, 2025

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter on Behalf of BARRY BURNS and SAMANTHA
ZUZUARREGUI and Aggrieved Employees Under California Labor
section 2699.3

Employer:

Via U.S. Certified Mail, Return Receipt Requested

MOSS ADAMS LLP
999 3RD Ave Ste 2800
Seattle, WA, 98104-4057
(Certified Tracking # 9589-0710-5270-2981-
2806-45)

Jerrie Eckmann
Agent for Service of Process to:
MOSS ADAMS LLP
999 3RD Ave Ste 2800
Seattle, WA, 98104-4057
(Certified Tracking # 9589-0710-5270-2981-
2806-52)

ASTON CARTER, INC.
Atten: Legal Department
7301 Parkway Drive
Hanover, MD 21076
(Certified Tracking # 9589-0710-5270-2981-
2806-69)

CSC – Lawyer Incorporating Service
Agent for Service of Process to:
ASTON CARTER, INC.
2710 Gateway Oaks Drive
Sacramento, CA
(Certified Tracking # 9589-0710-5270-2981-
2806-76)

Steven Karel
Agent for Service of Process to:
ROBERT HALF, INC.
2884 Sand Hill Road, Suite 200
Menlo Park, CA 94025
(Certified Tracking # 9589-0710-5270-2981-
2806-83)

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 BARRY BURNS and SAMANTHA ZUZUARREGUI's ("Employee") employment with Employee's former employers MOSS ADAMS LLP, ASTON CARTER, INC. and ROBERT HALF, INC. ("Employer").

Employee BARRY BURNS was employed as a non-exempt employee of Employer, at without limitation, 255 East River Park Circle Suite 220, Fresno, CA 93720, with duties that included, but were not limited to, saving, uploading and handling the archiving of client documentation in binders, from approximately February of 2025 through approximately March of 2025.

Employee SAMANTHA ZUZUARREGUI was employed as a non-exempt employee of Employer, at without limitation, 225 S. Lake Ave. Suite 900, Pasadena, CA 91101, with duties that included, but were not limited to, filling, ordering and restocking, ordering kitchen snacks, sending notes to the IRS, and mailing, from approximately June of 2023 through approximately October of 2024.

Employees seeks to represent non-exempt employees of Employer, as further set forth below. All employees that Employees 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.

Employees are informed and believe, and based thereon allege, that Employer had and has a practice or policy of failing to compensate Employees and other Aggrieved Employees with minimum and overtime wages for all minutes worked, at the proper rates of pay. Employees are informed and believe, and based thereon allege, that Employer had and has a policy or practice of requiring Employees 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).

Employer failed to accurately track and/or pay for all minutes actually worked by Employees and Aggrieved Employees. Employer also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Employees and other Aggrieved Employees to complete post-shift tasks after clocking out, such as responding to calls, text and emails after work hours. Moreover, upon information and belief, Employer detrimentally rounded, edited and/or manipulated time entries so the hours recorded were less than the hours actually worked.

Given Employees personally suffered these violations of the overtime laws, Employees also seek to represent Aggrieved Employees in connection with other violations of the minimum wage and overtime laws. These practices were all to the detriment of Employees and other Aggrieved Employees. As such, Employees are informed and believe, and based thereon allege, that Employer violated, without limitation, Labor Code sections 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked.

Thus, Employees and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them for work each day for each Aggrieved Employees in the PAGA Period. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations and 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).

Moreover, Employees are informed and believe, and based thereon allege, that Employer further violated Labor Code sections 223, 551, 552, 1194, 1198, 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 Employees and other Aggrieved Employees to damages, including, without limitation, unpaid overtime wages each day worked by each Aggrieved Employees during the PAGA Period. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, and/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).

Employees are informed and believe, and based thereon allege, that Employer had and has a policy or practice of compelling Employees and other Aggrieved Employees during the PAGA Period to work every day 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. By way of example, Employer regularly denied Employees and Aggrieved Employees lawful meal periods 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 requiring on-duty/on-call meal periods. Given Employees personally suffered these violations of the meal period laws, Employees also seeks to represent Aggrieved Employees in connection with other violations of the meal period laws, including potential violations for unprovided meals, late meals, short meals, interrupted meals, auto-deducted meals, meals for which Aggrieved Employees were not relieved of all duties, and meals for which Aggrieved Employees were not permitted to leave the premises, if any of these should be found. Consequently, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code 512 and 1198 each day for each Aggrieved Employees during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at his or her regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employees are informed and believe that those premium payments under Labor Code section 226.7 were not made 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), 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). Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, and/or oppressive. Thus, Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon allege, that Employer maintains policies or practices of compelling Employees and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Employees and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the Aggrieved Employees are completely relieved of all of their duties, including, without limitation 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 requiring on-duty/on-call meal periods. Given Employees personally suffered these violations of the rest period laws, Employees also seek to represent Aggrieved Employees in connection with other violations of the rest period laws, including potential violations for unprovided rest periods, short rest periods, interrupted rest periods, rest periods where Aggrieved Employees are required to clock-out, rest periods for which Aggrieved Employees were not relieved of all duties, and rest periods for which Aggrieved Employees were not permitted to leave the premises, if any of these should be found. Employees are informed and believe, and based thereon allege, 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, Employees are informed and believe that those premium payments under Labor Code section 226.7 were not made 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), 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). Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations and 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, Employees are informed and believe, and based thereon allege that Employer failed and continues 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, making it difficult for Employees and other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Employees and the Aggrieved Employees personally suffered these violations, which in turn entitles Employees 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, and 2699. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations and 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 policies or practices, Employer also intentionally failed and continues to fail to furnish Aggrieved Employees, including, without limitation, Employees, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the Employees; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the Employees; and the legal name and address of the employer under information and belief given, as set forth above, Employer failed to provide wage statements as requested under Labor Code section 226 and Employees does not recall the wage statements including this information. Consequently, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code sections 226 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employees and each Aggrieved Employees personally suffered these violations and was owed penalties under Labor Code section 226 for each pay period worked during the PAGA Period. However, Employees are informed and believe that those penalties under Labor Code section 226 were not paid for these violations of Labor Code sections 226. Employer would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, and/or oppressive. Thus, 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).

Employees are informed and believe, and based thereon allege, that Employer, both independently and for the reasons stated above, also willfully and/or intentionally failed and refused, and continues to fail and refuse, to timely pay compensation to Employees and other terminated or resigned Aggrieved Employees, including but not limited to, all overtime wages owed, all minimum wages owed, and all premium pay owed. Consequently, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Employees and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 for each pay period worked during the PAGA Period. Employee further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations and 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).

Employees are informed and believe, and based thereon allege that Employer also failed and refused, and continues to fail and refuse, to reimburse Employees and other Aggrieved Employees, with their costs incurred for use of personal cellular phone for work purposes, as required by Labor Code sections 2800 and 2802, and other statutory and common law offenses. As a result, Employees and other Aggrieved Employees have personally suffered these violations and Employer is liable to reimburse Employees and other Aggrieved Employees for the costs incurred in furtherance of work duties. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, and/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).

Employees are informed and believe, and based thereon allege 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." Employees are informed and believe and based thereon alleges that Employer did not and do not pay Employees and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198 due to, among other things, the violations set forth above, the derivative nature of which is an implicit consequence of the rationale in *Camp v. Home Depot USA, Inc.* (2022) 84 Cal.App.5th 638. As such, Employees are informed and believe, and based thereon allege that Employer violated Labor Code section 204 and that Employees and other Aggrieved Employees have personally suffered these violations. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, and/or oppressive. Thus, 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).

Employees are informed and believe, and based thereon allege 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. Employees are informed and believe 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, Employees 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). Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, and/or oppressive. 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 Employees 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).

If within five (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, Employer would be further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). To the extent Employer was found to have unlawfully committed some or all of the above-related Labor Code violations, Employer would thus be 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, Employees 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.

California Labor and Workforce Development Agency
September 26, 2025
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Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Robert D. Wilson III

Robert D. Wilson III

cc:

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