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September 5, 2025

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq*.

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

Data Solutions, Inc.
28345 Beck Road, Suite 406
Wixom, MI 48393

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and Workforce Development Agency

Laiba Technologies, LLC
1603 Capitol Ave, Ste 310 A461
Cheyenne, WY 82001

HCL Technologies Corporate Services Limited
2600 Great America Way, 401
Santa Clara, CA 95054

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **RAGHAVENDRA CHARY MEDOJI** ("Plaintiff(s)") and all other "aggrieved employees" of the following "Defendant(s)":

DATA SOLUTIONS, INC.; LAIBA TECHNOLOGIES, LLC; HCL TECHNOLOGIES CORPORATE SERVICES LIMITED

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency ("LWDA") does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section

2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act ("PAGA"). "PAGA allows an 'aggrieved employee'—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer." *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of a Test Engineer from about December 2024 to April 2025. During their employment Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

> All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "aggrieved employees" and the "PAGA Period").

Plaintiff reserves the right to expand or narrow the definition of the "aggrieved employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

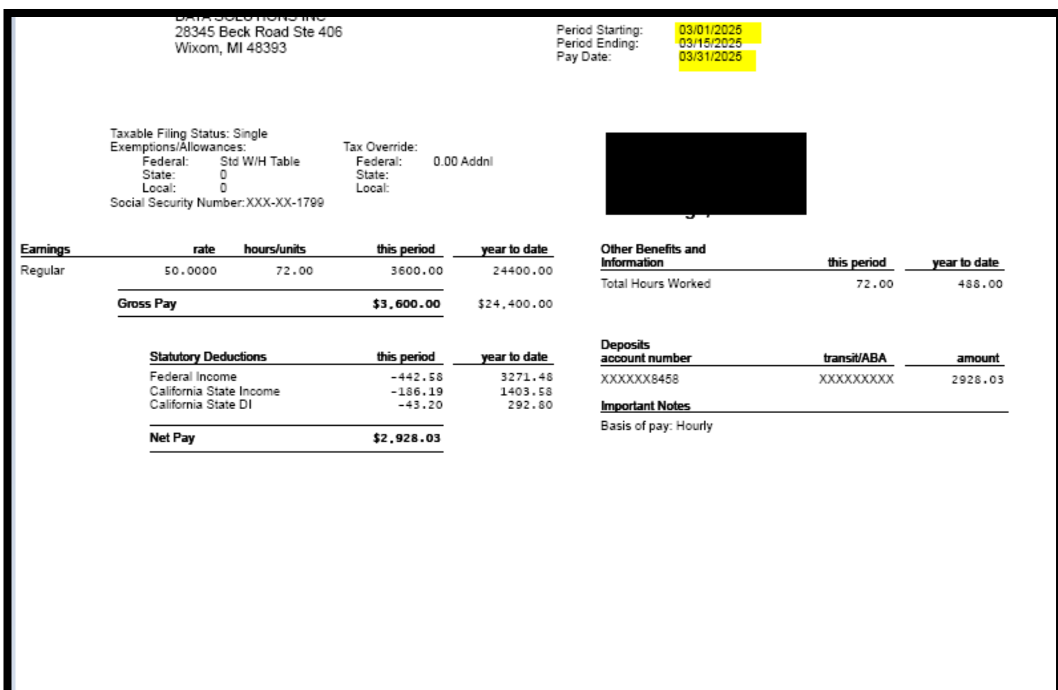
- PAGA CLAIMS -

<u>Untimely Payment of Wages During Employment</u>
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

<u>Labor Code section 204(a)</u> requires payment of "all wages" for non-exempt employees at least twice each calendar month. <u>Labor Code section 204(d)</u> states all wages due must be paid "not more than seven calendar days following the close of the payroll period." <u>Labor Code section 204b</u> applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. <u>Labor Code section 210</u> provides "every person who fails to pay the wages of an employee as provided in Section … 204 … shall be subject to a civil penalty" of $100 for an initial violation and $200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice. An illustrative example of this is shown below:


28345 Beck Road Ste 406
Wixom, MI 48393

Period Starting: 03/01/2025
Period Ending: 03/15/2025
Pay Date: 03/31/2025

Taxable Filing Status: Single
Exemptions/Allowances:
Federal: Std W/H Table
State: 0
Local: 0
Social Security Number: XXX-XX-1799

Tax Override:
Federal: 0.00 Addnl
State:
Local:

[redacted]

Earnings	rate	hours/units	this period	year to date
Regular	50.0000	72.00	3600.00	24400.00
Gross Pay			$3,600.00	$24,400.00

Statutory Deductions	this period	year to date
Federal Income	-442.58	3271.48
California State Income	-186.19	1403.58
California State DI	-43.20	292.80
Net Pay	$2,928.03	

Other Benefits and Information	this period	year to date
Total Hours Worked	72.00	488.00

Deposits account number	transit/ABA	amount
XXXXXX8458	XXXXXXXXX	2928.03

Important Notes
Basis of pay: Hourly

Extract from Plaintiff's wage statement dated 3/31/2025.

Here, Plaintiff's wage statement is for the pay period covering March 1, 2025, to March 15, 2025. However, the pay date on the statement shows that wages were not paid until March 31, 2025. Therefore, Defendants failed to pay Plaintiff for more than fifteen days after the end of the corresponding payroll period. This violation is common among each of Plaintiff's wage statements. Upon information and belief, other aggrieved employees experienced similar violations with regard to these late payments.

Furthermore, Defendants maintained unreliable payroll practices. On occasion, Plaintiff and the aggrieved employees' reported hours were not processed until after the accounting cut-off date. On these occasions, rather than furnish an additional wage statement, Defendants tacked on the additional hours from a prior pay period to the following pay period. An illustrative example of this violation is shown below:

Company Code	Loc/Dept	Number	Page
RO7ZS9 21911743	01/100	124106071	1 of 1

DATA SOLUTIONS INC
28345 Beck Road Ste 406
Wixom, MI 48393

Earnings Statement

Period Starting: 02/01/2025
Period Ending: 02/15/2025
Pay Date: 02/28/2025

Taxable Filing Status: Single
Exemptions/Allowances:
Federal: Std W/H Table
State: 0
Local: 0
Social Security Number:XXX-XX-1799

Tax Override:
Federal: 0.00 Addnl
State:
Local:

[redacted]

Earnings	rate	hours/units	this period	year to date
Regular	50.0000	96.00	4800.00	16800.00
Gross Pay			$4,800.00	$16,800.00

Statutory Deductions	this period	year to date
Federal Income	-706.58	2298.32
California State Income	-308.95	990.28
California State DI	-57.60	201.60
Net Pay	$3,726.87	

Other Benefits and Information	this period	year to date
Total Hours Worked	96.00	336.00

Deposits account number	transit/ABA	amount
XXXXXX8458	XXXXXXXXX	3726.87

Important Notes
Basis of pay: Hourly

Extract from Plaintiff's wage statement dated 2/28/2025.

Here, Plaintiff earned regular pay for 96 hours of work. However, sixteen of these hours are attributable to prior pay periods. In this case, there were at least 29 days between the end of the previous pay period and this ultimate pay date. Upon information and belief, other aggrieved employees experienced similar violations with regard to these late payments.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

Additionally, Defendants failed to pay Plaintiff wages earned in his final pay periods. Specifically, Plaintiff last worked for Defendants on April 9, 2025. To date, Plaintiff has not been paid for any hours worked between March 16, 2025, and April 9, 2025. Plaintiff has repeatedly requested payment for these work periods, but Defendants have yet to furnish any earnings. Upon information and belief, Defendants' failure to pay these earnings is due to unreliable timesheet entries. Specifically, Plaintiff's actual hours worked differ from the time recorded via timesheets. Plaintiff and Defendants resolved this discrepancy via email on May 5, 2025, however, Defendants have still not paid Plaintiff the wages he is owed.

From: Neeraj <accounts@laibatechnology.com>
Sent: Thursday, May 1, 2025 8:30 AM
To: Pankaj Agarwal <PankajAg@hcltech.com>; Koushik Kundal Jagat <Koushik.KundalJagat@hcltech.com>; Ashish Singh <ashish_singh@hcltech.com>
Cc: Sammy <Samy@laibatechnology.com>; Invoices <invoices@laibatechnology.com>; Raghav Medoji <medoji.raghu@gmail.com>
Subject: RE: Reminder 1: Timesheet Issues

[CAUTION: This Email is from outside the Organization. Unless you trust the sender, Don't click links or open attachments as it may be a Phishing email, which can steal your Information ar compromise your Computer.]

HI All,

As per Raghav, there are two issues with the MTJ timesheets:

1. **Hours on March 11th and 12th**: Raghav claims **he worked 8 hours on both March 11th and March 12th**. However, **the timesheets he shared reflect only 4 hours** for each of those days.

2. **Missing Hours from March 16th to April 9th 2025**: **The HCL vendor portal show 0 hours for all days within this period**, which seems to be incorrect accordin to Raghav.

Could you please review the timesheets and approve the working hours in MTJ portal ?

Thanks and Regards,
Neeraj Singh,
Laiba Technologies, LLC.
1603, Capitol Ave, Suite 310 A461, Cheyenne Wyoming 82001
Direct: +1 307-204-8891
Email: accounts@laibatechnology.com || www.laibatechnology.com

From: Pankaj Agarwal <PankajAg@hcltech.com>
Sent: Monday, May 5, 2025 4:28 PM
To: Neeraj <accounts@laibatechnology.com>; Koushik Kundal Jagat <Koushik.KundalJagat@hcltech.com>; Ashish Singh <ashish_singh@hcltech.com>
Cc: Sammy <Samy@laibatechnology.com>; Invoices <invoices@laibatechnology.com>; Raghav Medoji <medoji.raghu@gmail.com>
Subject: Re: Reminder 1: Timesheet Issues

Hi,
As the Reporting Manager, I can confirm that both points are accurate. Raghav was working 8 hours per day on all working days up to April 9th.
However, since his termination from the HCL system, his name no longer appears in the MTJ portal.
Timesheet approval should now be routed through HR, and @Koushik can assist with this process.

Regards
Pankaj

Emails between Plaintiff's Reporting Manager and payroll administrators confirming the accuracy of Plaintiff's hours worked.

As seen in the emails above, Defendants agreed with Plaintiff that he worked hours that were not accounted for. However, despite confirming the accuracy of the hours worked, Defendants have yet to furnish these wages owed to Plaintiff.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

<u>Non-Compliant Wage Statements</u>
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

<u>Labor Code section 226(a)</u> requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of "gross wages earned" on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees.

Additionally, Defendants violated Labor Code section 226(a)(1), (2), (5), and (6) incorrectly including hours worked from prior pay periods on subsequent wage statements. Specifically, Defendants maintained unreliable timekeeping policies which often resulted in employees being paid late for hours worked. On occasion, Plaintiff and the aggrieved employees' reported hours were not entered until after the accounting cut-off date. On these occasions, Defendants tacked on the additional hours to the subsequent wage statements though the hours were worked in a *different pay period*. However, Defendants failed to note that these additional hours originated in a separate pay period. Instead, Defendants allocated all hours and wages to the new pay period. As a result, of this practice, these wage statements inaccurately reflected gross and net wages earned, total hours worked, and the inclusive dates for the pay period for which the employee was being paid.

An illustrative example of this kind of wage statement appears below:

Company Code	Loc/Dept	Number	Page
RO7ZS9 21911743	01/100	124106071	1 of 1

DATA SOLUTIONS INC
28345 Beck Road Ste 406
Wixom, MI 48393

Earnings Statement

Period Starting: 02/01/2025
Period Ending: 02/15/2025
Pay Date: 02/28/2025

Taxable Filing Status: Single
Exemptions/Allowances:
Federal: Std W/H Table
State: 0
Local: 0
Social Security Number: XXX-XX-1799

Tax Override:
Federal: 0.00 Addnl
State:
Local:

[redacted]

Earnings	rate	hours/units	this period	year to date
Regular	50.0000	96.00	4800.00	16800.00
Gross Pay			$4,800.00	$16,800.00

Statutory Deductions	this period	year to date
Federal Income	-706.58	2298.32
California State Income	-308.95	990.28
California State DI	-57.60	201.60
Net Pay	$3,726.87	

Other Benefits and Information	this period	year to date
Total Hours Worked	96.00	336.00

Deposits account number	transit/ABA	amount
XXXXXX8458	XXXXXXXXX	3726.87

Important Notes

Basis of pay: Hourly

Excerpt from Plaintiff's wage statement dated 2/28/2025.

Here, Defendants paid Plaintiff for 16 hours worked in a previous pay period. However, that information is neither noted, nor suggested on the wage statement. Instead, by this wage statement, Plaintiff is led to believe that he completed 96 hours of work between the dates 2/1/2025 and 2/15/2025. This practice sewed confusion among the aggrieved employees and resulted in various non-compliant wage statements.

Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

<u>Failure to Maintain Accurate Records</u>
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

<u>Labor Code section 1174</u> requires that employers maintain accurate "payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." <u>Section 7(A)</u> of the <u>IWC Wage Orders</u>, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

Defendants have failed to accurately account for waiting time penalties owed as a result of Defendants' failure to pay Plaintiff all wages earned within seven days of each pay period and their failure to pay Plaintiff any earnings from March 16, 2025-April 9, 2025.

Additionally, as discussed above, Defendants failed to accurately allocate wages earned to the corresponding pay periods. For example, Defendants occasionally paid Plaintiff and the aggrieved employees for work dates from previous pay periods on later wage statements. However, Defendants failed to notate anywhere on the wage statement that these wages were earned during a prior pay period. As a result of their failure to accurately state the pay period origin of all earnings, Defendants' records were inaccurate.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

<u>Attorneys' Fees and Costs</u>
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE –

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronically data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold <u>must be suspended immediately</u>.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

Mariela Romo

Cc Plaintiff Raghavendra Chary Medoji
HR Representative, samy@laibatechnology.com