LebeLaw
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September 3, 2025

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency ("LWDA")
Department of Industrial Relations, Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
https://dir.tfaforms.net/128

VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT

Docusign, Inc.
221 Main Street, Suite 1550
San Francisco, CA 94105

Re: Notice pursuant to California Labor Code sections 2698, *et seq*., the Private Attorneys General Act ("PAGA")

Dear PAGA Administrator:

This letter shall serve as Charles Watkins' (hereafter "Claimant") Notice pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), California Labor Code sections 2698, *et seq*. regarding claims against Docusign, Inc. and any related entities, all other worksite employers, and their managers, agents, officers, and directors (referred to herein as "Employers"). Please be advised that Claimant has retained Lebe Law, A Professional Law Corporation to represent him and other aggrieved employees for wage-and-hour claims against the Employers.

If the Labor Workforce Development Agency does not intend to investigate the alleged violations, Claimant intends to file a representative action for PAGA civil penalties as a proposed Private Attorney General on behalf of the State of California. A copy of this notice is being sent to Employers by certified mail at the address above.

Claimant and other employees were subject to the same policies and practices alleged herein which impermissibly deprived them of protections guaranteed by the California Labor Code and caused violation of the Labor Code as set forth below.

FACTUAL STATEMENT

Employers violated minimum and overtime laws under the California Labor Code by failing to pay Claimant and other aggrieved employees for all hours worked. Moreover, Claimant and other aggrieved employees were denied legally compliant, duty-free meal and rest periods, and Employers failed to compensate meal period premiums at the regular rate of pay, in violation of California law. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858 (premiums must be paid at the regular rate of pay, including all compensation). Employers also failed to provide accurate, itemized wage statements. Employer also failed to timely pay Claimant and other aggrieved employees all compensation due and owing upon termination or separation of employment.

For reasons set forth herein, Claimant alleges the following violations of the California Labor Code and the applicable IWC Wage Order solely in as a proposed Private Attorney General on behalf of the State of California. Claimant alleges that Employers:

1. Failed to pay Claimant and other aggrieved employees all wages due including minimum, regular, and overtime wages;

2. Failed to pay all overtime, sick pay, meal premiums, and vacation wages at the regular rate of pay;

3. Failed to provide legally compliant off-duty meal periods or pay compensation in lieu thereof;

4. Failed to provide legally compliant duty-free, rest periods or pay compensation in lieu thereof;

5. Failed to pay all wages and earned sales commissions due upon termination or separation of employment;

6. Failed to provide accurate and itemized wage statements; and

7. Failed to produce all employment records in response to records request pursuant to Labor Code sections 226 and 1198.5.

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Labor Code §§ 218, 510, 1194, 1194.2, 1197, 1197.1, 1198, and 1199(c) and the "Minimum Wages" and "Hours and Days of Work" Sections of the Applicable Wage Order)

Labor Code section 1194(a) states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Labor Code section 1198 provides: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 1199, which is a statute listed for which PAGA default civil penalties are recoverable pursuant to Labor Code sections 2699.5 and 2699(f) ((2), provides that:

Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars ($100) or by imprisonment for not less than 30 days, or by both, who does any of the following:

(a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission.
(b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission.
(c) Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.

Labor Code section 1197 states: "The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity."

Labor Code section 1197.1 states: "Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203. For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed."

Pursuant to the "Hours & Days of Work" Section of the applicable Wage Order, an employer may not pay non-exempt employees less than the applicable overtime rate for all overtime hours worked.

Pursuant to the "Minimum Wages" and "Hours & Days of Work" Sections of the applicable Wage Order, an employer may not pay employees less than the applicable minimum wage for all hours worked and provides that an employer may not pay non-exempt employees less than the applicable overtime rate for all overtime hours worked.

The Employers violated Labor Code sections 218, 510, 1194, 1197, and 1198, and the "Minimum Wages" and "Hours and Days of Work" Sections of the Applicable Wage Order because it did not pay Claimant and other aggrieved current and former employees all minimum, regular, and overtime wages for all hours worked. The Employers failed to pay for all minimum wages (and overtime wages when applicable) earned due to off-the-clock work during meal periods and other times they were required to work off the clock. Moreover, Employers failed to pay overtime correctly based on its failure to include hours for working off-the-clock and including all compensation into the regular rate of pay.

Employers have failed to maintain a policy that compensates Claimant and other aggrieved employees for all hours worked, including overtime. Specifically, Employers have maintained a policy which fails to adhere to California law, by failing to pay all overtime wages at the correct rate of pay by failing to account for all "meal allowances," non-discretionary wages, bonuses and commissions. Additionally, Employers failed to timely pay all overtime wages or incentive payments to Claimant and other aggrieved employees timely. As a result of violations of California Labor Code §§ 510, 1194 and the applicable IWC Wage Orders for failure to pay overtime, Employers are liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq*. Furthermore, Employers have also violated Labor Code §§ 201-203 by not paying employees all of their earned wages upon separation of employment due to the underpaid overtime wages.

Employers have failed to maintain a policy that compensates Claimant and other aggrieved employees an amount equal to or greater than the minimum wage for all hours worked, as required by California Labor Code §§ 1194, 1197, 1197.1 and the applicable IWC Wage Order. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation. Employers did not compensate Claimant and the aggrieved employees at the minimum wage for work that it required them to perform. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1 and the applicable IWC Wage Order for failure to pay minimum wage, Employers are liable for civil penalties pursuant to California Labor Code §§ 558, 1197.1, and 2698 *et seq*. Furthermore, Employers have also violated Labor Code §§ 201-203 by not paying employees all of their earned wages upon separation of employment due to the underpaid minimum wages.

Labor Code section 510 provides in pertinent part: "Eight hours of labor constitutes a day's work. Any work in excess of 8 hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Employers failed to properly compensate Claimant and other aggrieved employees for all hours worked. For example, Employers failed to maintain an overtime policy in accordance with California Labor Code §§ 510, 1194 and the applicable Industrial Welfare Commission (IWC) Wage Orders, and failed to pay all overtime wages at the correct rate of pay by failing to account for all "meal allowances," non-discretionary wages, bonuses and commissions. Additionally, Employers failed to timely pay all overtime wages or incentive payments to Claimant and other aggrieved employees timely.

Further, Employers failed to pay for all time worked by Claimant and other aggrieved employees because they are required to input their scheduled start and end times of their shifts into the timekeeping system instead of the actual times they start and end their workdays. Similarly, though Claimant and other aggrieved employees are often required to work through their meal break periods and skip rest breaks in order to perform their work they are required to input complete, legally compliant meal breaks and rest breaks into the timekeeping system as if they were taken rather than intentionally skipped. As a result, Employers failed to pay Claimant all earned wages. Accordingly, Employers violated California Labor Code § 204(a), which requires that employers pay "all wages ... twice during each calendar month on days designated in advance by the employer as the regular paydays." Due to this, Employers are liable for civil penalties pursuant to California Labor Code § 2698 *et seq*.

FAILURE TO PROVIDE MEAL AND REST PERIODS

(Labor Code §§ 226.7, 512, and 1198, and the "Meal Period" and "Rest Period" Sections of the applicable IWC Wage Order)

Labor Code section 512(a) states in pertinent part: "[A]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes . . . ." Labor Code section 226.7(a) states that "no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

The "Rest Period" Section of applicable IWC Wage Order states: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof." If an employer fails to provide an employee a rest period in accordance with the applicable provision of the order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation of reach workday that the rest period is not provided.

Labor Code section 226.7(c) states: "[I]f an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the IWC, the employes shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."

During Claimant's employment, Employers failed to provide Claimant and other aggrieved employees with legally compliant off-duty meal and rest periods on eligible workdays as required by Labor Code sections 226.7 and 512, and sections 11 and 12 of the applicable IWC Wage Order. The Employers regularly failed to provide a duty-free and uninterrupted meal period before the end of the fifth hour of work. Further, Employers subjected Claimant and other aggrieved current and former employees to a uniform policy and practice of working through meal periods without being paid meal period premiums in lieu. Indeed, Employers failed to pay meal break premiums at the regular rate in violation of California law. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858 (premiums must be paid at the regular rate of pay, including all compensation). Furthermore, Employers failed to provide duty-free and uninterrupted rest periods.

Employers have failed to maintain a policy that provides Claimant and other aggrieved employees with off-duty meal periods as required by California law. Claimant and the other aggrieved employees regularly worked in excess of five (5) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512, and the applicable IWC Wage Order. Employers had a policy and practice of regularly interrupting Claimant and aggrieved employees during meal periods because they were required to monitor their Slack accounts and texts and be on-call to accept and make phone calls for work-related requests and assignments during all off-duty meal periods. Employers had no policy or practice of providing second meal periods for shifts 10 hours or longer in length. Employers also failed to pay Claimant and the other aggrieved employees the premium compensation mandated by Labor Code §§ 201-203 and 226.7(b) at the correct regular rate of pay by failing to account for all meal premiums, non-discretionary wages, bonuses and commissions. As a result of violations of California Labor Code §§ 201-203, 226.7 and 512 and the applicable IWC Wage Order, Employers are liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq*.

Employers have failed to maintain a policy that provides Claimant and other aggrieved employees with off-duty rest periods as required by California law. Claimants and the other aggrieved employees regularly worked in excess of four (4) hours or major fraction thereof during workdays without being provided at least a ten (10) minute rest period in which they were relieved of all duties, as required by Labor Code §§ 226. 7, 512 and the applicable IWC Wage order. Employers had no policy or practice of providing uninterrupted rest breaks – instead, purported rest breaks were on duty and interrupted as they were required to monitor their Slack accounts and texts and be on-call to accept and make phone calls for work-related requests and assignments during all purported off-duty rest periods. In lieu of the missed off-duty rest periods, Employers also failed to pay Claimants and other aggrieved employees the premium compensation mandated by Labor Code §§ 201-203 and 226.7(b) at the correct regular rate of pay by failing to account for all break premiums, non-discretionary wages, bonuses and commissions. As a result of violations of California Labor Code §§ 201-203, 226.7, 512 and the applicable IWC Wage Order, Employers are liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq*.

<u>FAILURE TO PROVIDE ACCURATE AND ITEMIZED WAGE STATEMENTS</u>

(Labor Code § 226, and the "Records" section of the applicable IWC Wage Order)

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer . . .; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Employers have violated California Labor Code § 226(a) by willfully failing to furnish Claimant and the aggrieved employees with accurate, itemized wage statements. The itemized wage statements provided by Employers to Claimant and other aggrieved employees were inaccurate and failed to accurately list all of the items required by Section 226. Since Employers did not pay for all hours worked, Employers failed to accurately list the items (1)-(9) identified above. As a result of the violations identified above, Employers have provided wage statements to Claimant and aggrieved employees that fail to provide the correct wages earned, all hours worked at the applicable hourly rate, all meal and rest period premiums required by the Labor Code, gross and net wages earned, the rate of pay and amount of all hours worked including overtime and overtime on meal premiums, commissions, bonuses and other non-discretionary incentive pay, and a correct calculation of overtime wages.

As a result, Employers failed to provide Claimant and other current and former employees with accurate, timely, itemized wage statements complying with the requirements of the Labor Code and applicable IWC Wage Order and thus Employers are liable for civil penalties pursuant to California Labor Code Labor Code §§ 226.3 and 2698 *et seq*.

FAILURE TO TIMELY PAY WAGES DUE DURING AND UPON TERMINATION OF EMPLOYMENT

(Labor Code §§ 201, 202, 203, 204, 256, 1198, and 2699)

Labor Code section 201 states: “If an Employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202 states: “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203(a) states, in relevant part: “If an Employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents herself or herself to avoid payment to him or her, or who refuses to receive the payment when fully tendered to his or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment.”

Labor Code section 204(a) states, in pertinent part: "All wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." The "Minimum Wages" Section of the applicable Wage Order further states "every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period."

Labor Code section 256 states: "The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days of pay as waiting time under the terms of Section 203."

As detailed above, the Employer failed to pay Claimant and other aggrieved employees all wages that were due and owing to them including meal period premiums, and regular, minimum, and overtime wages as well as vested and earned sales commissions within the required time during their employment and upon their separation of employment, in violation of the Labor Code and the applicable IWC Wage Order because of the violations alleged herein. The failure to pay all wages that were due and owing to them and the failure to pay them their vested and earned sales commissions also resulted in the failure to pay all final wages and waiting time penalties. Labor Code §§ 201-203 require that all final wages be paid at the termination of employment. However, at the time of their separation of employment, Employers failed to pay the final wages as well as their vested and earned sales commissions, to Claimant and other aggrieved employees. Employers also failed to pay vacation wages at the regular rate of pay. As such, Employers are liable for civil penalties pursuant to California Labor Code § 2698 *et seq*.

FAILURE TO PRODUCE ALL EMPLOYMENT RECORDS

(Violation of §§ 226, 1198.5 and the "Records" section of the applicable IWC Wage Order)

Labor Code § 226(c) states in pertinent part that: "An employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request."

Labor Code § 1198.5(b)(1) states in pertinent part that: "The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request."

The "Records" Section of applicable IWC Wage Order states: "Every employer shall keep accurate information with respect to each employee including the following: … (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded."

The Employers were obligated to furnish Claimant with his complete personnel file, including time and payroll records and any signed agreements related to the employment relationship, upon request. However, Employers failed to comply fully, producing only select portions of the file and omitting these requested records.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE ORDERS

(Labor Code §§ 558, 558.1, and 1197.1)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of Part 2, Chapter 1, of the Labor Code or any provision regulating hours and days of work in any IWC Wage Order to a civil penalty in the amount of $50 for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and $100 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

Labor Code section 558.1(a) states: "Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." Labor Code section 558.1 expressly defines "employer or other person acting on behalf of an employer" to include a "natural person who is an owner, director, officer, or managing agent of the employer."

Labor Code section 1197.1 states that any employer or other person acting either individually or as an officer, agent or employee of another person, which pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty and restitution of wages payable to the employee in an amount of $100 for the initial violation for each pay period in which an employee underpaid in addition to an amount sufficient to recover underpaid wages, and $250 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

As set forth above, Employers violated the IWC Wage Order regulating the hours and days of work, Labor Code sections 510, 1197, and 1198, and caused Claimant and other aggrieved employees to be paid less than the minimum set by the IWC Wage Order. As a result, Employers are liable for civil penalties under Labor Code sections 558, 558.1, and 1197.1.

DUTIES OF EMPLOYER

(Labor Code §§ 1174, 1174.5, 1175, and 1198, and the Applicable Wage Order)

Labor Code section 1174 describes certain duties of every employer in this state. Subsection (d) of this labor code section requires that payroll records show the hours worked daily by employees and the corresponding wages to be paid for the hours worked.

The Employers violated this requirement by its failure to accurately record employee hours worked by failing to include all off-the-clock work. Labor Code section 1174.5 imposes a civil penalty of $500 for Employers' failure to maintain accurate and complete records. This civil penalty is addition to the civil penalty of $100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174(d). Furthermore, Claimants and all other aggrieved current and former employees are entitled to collect 25% of the penalty imposed pursuant to Section 2699.

The Employers failed to accurately record all hours worked by Claimant and other aggrieved employees and failed to record all accurate wages earned. Employers required Claimant and aggrieved employees to record their scheduled hours in a timesheet, rather than record actual time worked. In fact, Claimant and aggrieved employees were required to simply record their scheduled hours rather than their actual time worked.

ATTORNEY'S FEES, COSTS, INTEREST AND PENALTIES

(Labor Code §§ 218.6, 226(e), 1194, 1194.2, and 2699, *et seq*.)

Labor Code sections 218.6, 226(e), 1194, 1194.2, and 2699, *et seq*. give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code sections 2699, *et seq*., aggrieved employees are entitled to collect 25 percent of the penalty assessment and 100 percent of the underpaid wages. Accordingly, Employers are liable for these items in addition to the unpaid wages.

CONCLUSION

The Employers violated Labor Code sections as set forth herein. The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or litigation, Claimant becomes aware of additional claims, they reserve the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in the complaint.

Should you have any questions, please feel free to contact me at your convenience.

Sincerely,

Jonathan M. Lebe, Esq.
Anthony J. Lebe, Esq.
Attorneys for Charles Watkins
As a Private Attorney General on Behalf of the State of California