

November 21, 2025

***SENT VIA USPS CERTIFIED MAIL (RETURN RECEIPT REQUESTED)
OR ELECTRONICALLY (WHERE INDICATED)***

Labor Workforce and Development Agency
Attention: PAGA Administrator
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

Filed electronically only - <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

By Electronic Mail to - PAGAINfo@dir.ca.gov

RESMED CORP. (1840009)
9001 Spectrum Center Blvd.
San Diego, CA 92123
ATTN: Legal

Mailed via USPS Certified Mail (RRR)

RESMED DIGITAL HEALTH INC. (4680956)
9001 Spectrum Center Blvd.
San Diego, CA 92123
ATTN: Legal

Mailed via USPS Certified Mail (RRR)

Mr. Michael Glass
9001 Spectrum Center Blvd.
San Diego, CA 92123
ATTN: Mr. Michael Glass

Mailed via USPS Certified Mail (RRR)

**Re: NOTICE OF LABOR CODE VIOLATIONS;
DEMAND PURSUANT TO CALIFORNIA LABOR CODE §§ 2699 *et seq.***

Dear Labor and Workforce Development Agency (“LWDA”) and to Who Else This May Concern:

This law firm has been retained to represent Mr. Adam Artar, on behalf of himself as well as a group of similarly-situated persons currently and formerly jointly employed by Resmed Corp. and/or Resmed Digital Health Inc. (“Employing Defendants”) in the State of California. Accordingly, we are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead and that no contact be made directly with our client(s).

The purpose of this letter is to comply with the statutory exhaustion requirements of Labor Code § 2699.3 prior to commencing an action pursuant to Labor Code §§ 2699 *et seq.* The seventy-five dollar (\$75) filing fee for this matter shall be submitted to the Labor Workforce and Development Agency electronically, through its Private Attorney General Act Portal.

Below we set forth the facts and theories which we believe support our contention that Resmed Corp. and/or Resmed Digital Health Inc., and/or Mr. Michael Glass (“Defendants”) have violated various provisions of the California Labor Code.

RELEVANT FACTS AND NATURE OF THE DISPUTE

Mr. Artar applied for employment with Employing Defendants as Senior Talent Acquisition Business Partner, on September 11, 2024. At that time, Mr. Artar was employed for another company, where he was advancing and performing successfully and where he had a promising future and secure employment.

After he applied, Mr. Artar was contacted by Defendants and engaged in several interviews. At first, he interviewed with Ms. Shirley Womack, on September 19, 2024. During the interview with Ms. Shirley Womack, Ms. Womack represented to Mr. Artar that the role Mr. Artar had applied for required him to be on site in San Diego, California, in order to interact with customers, and because there was an inclusive, in-person office culture at Employing Defendants. Ms. Womack represented to Mr. Artar that others in Mr. Artar's team were also going to be working on-site in San Diego, requiring Mr. Artar to be on-site, and that Mr. Artar would have to relocate from Arizona to San Diego for the job. Throughout October of 2024, Ms. Womack further represented to Mr. Artar that Mr. Artar would have his own, dedicated office at Employing Defendants' headquarters in San Diego, California, as this was necessary for the company's in-person office culture and requirement. Ms. Womack, during Mr. Artar's initial interview and thereafter, also repeatedly represented to Mr. Artar that his role would involve expanding and growing the talent acquisition department for Employing Defendants, as well as refining the existing processes and models by which Employing Defendants operated.

On September 30, 2024, Mr. Artar interviewed with Ms. Sara Nunes, Senior Manager for Talent Acquisition, and, on October 2, 2024, Mr. Artar interviewed with Ms. Eleanor Curtis, Senior Director of Human Resources and Chief of Staff to the Chief Executive Officer, both of whom represented to Mr. Artar that the Senior Talent Acquisition Business Partner role was critical to the company's future success. Ms. Nunes and Ms. Curtis also represented to Mr. Artar that the culture of the company would easily allow for him to build a long-term career at the company, that being on Employing Defendants' human resources team meant a secure and stable career choice, and that the average career span for employees in human resources at Employing Defendants was approximately nine (9) years.

On October 14, 2024, Mr. Artar interviewed with Defendant Michael Glass, who represented to Mr. Artar that Ms. Shirley Womack, Employing Defendants' Hiring Manager, would be removed from her role, and that Mr. Artar would take over her role and responsibilities. Mr. Glass also represented to Mr. Artar that Mr. Artar was "perfect for the role", that the role would be "long-term" and that they needed Mr. Artar to take the talent acquisition function of the company to the "next level". Defendant Glass also represented to Mr. Artar that Mr. Artar's core responsibilities would include building out the "integrated talent platform" for Employing Defendants and that the timeline for Mr. Artar to do so would be two to three years. Defendant Glass also represented to Mr. Artar that the talent acquisition team was the "right size", that although there were layoffs in 2023, there would be no further layoffs, because the team was now the right size, and that Mr. Artar would be responsible for growing and expanding the talent acquisition function and its department.

On October 14, 2024, Mr. Artar again interviewed with Ms. Shirley Womack, who further represented to Mr. Artar that Mr. Artar would have "growth potential" at the company, and that there would be minimal travel required for the role.

On October 14, 2024, Mr. Artar also interviewed with Megan Misrach, Sabrina, Chapman, and Marcel Dawson. During these interviews, representations were made to Mr. Artar that although there were layoffs in 2023, the organization was appropriately staffed, and that there would be no further layoffs at the company. During these interviews, these individuals also emphasized that there was tremendous job security and job stability within Employing Defendants, that people who work here, "stay here", or words to this effect, and that Mr. Artar would be able to build a long, successful career working for the company.

Based on the foregoing representations, Mr. Artar resigned from his employment, on or near November 8, 2024, and accepted the job with Employing Defendants. Based on the representations made to Mr. Artar, Mr. Artar sold his house in Arizona, and relocated his entire family to San Diego, California.

Within a week of beginning his employment, on or near January 6, 2025, Mr. Artar learned that he did not have an office after all, that the majority of people he was to be working with, including his team, were working remotely and not on-site, that Employing Defendants actually maintained a “remote first” culture, that other employees were not required to be on-site, and that Mr. Artar would be required to travel often in his role.

In January of 2025, Mr. Artar learned that the role he was hired for was not the role he was initially promised, that Employing Defendants’ talent acquisition team and function were in fact not growing, but retracting, and that the representations made to him during the interview process were not true. Specifically, instead of working on the growth of Employing Defendants’ talent acquisition function and adding job positions, Mr. Artar was tasked with cancelling open job requisitions, reducing headcount, and contracting the talent acquisition function, as opposed to growing the department, which was what he was promised. Mr. Artar discussed and complained about these issues and concerns with Mr. Glass and Ms. Womack at or near this time.

In February of 2025, Mr. Artar learned from Mr. Glass that Ms. Womack would be removed as Employing Defendants’ Hiring Manager, but that Mr. Artar would not be considered for her position after all, and would instead start reporting up to someone else, Mr. Jonathan Gale, Senior Director of Talent Management.

On May 19, 2025, Mr. Glass notified Mr. Artar that his role would be eliminated and that he was fired.

STATUTES VIOLATED

Employing Defendants and Defendant Glass, directly or indirectly, influenced, persuaded, or engaged Mr. Artar to change, from one place to another in this State or from any place outside to any place within the State, or from any place within the State to any place outside, for the purpose of working in any branch of labor, through or by means of knowingly false representations, both spoken and written, concerning: (a) The kind, character, or existence of such work; (b) The length of time such work will last, or the compensation therefor; (c) The sanitary or housing conditions relating to or surrounding the work; or (d) The existence or nonexistence of any strike, lockout, or other labor dispute affecting it and pending between the proposed employer and the persons then or last engaged in the performance of the labor for which the employee is sought.

Employing Defendants and Defendant Glass influenced, persuaded, or engaged Mr. Artar to change his place of residence and place of work from a place outside the state of California to a place within the state of California, by means of knowingly false representations concerning (a) the kind, character, or existence of such work; (b) the length of time such work will last, or the compensation therefor; (c) the sanitary or housing conditions relating to or surrounding the work; or (d) the existence or nonexistence of any strike, lockout, or other labor dispute affecting it and pending between the proposed employer and the persons then or last engaged in the performance of the labor for which the employee is sought, constituting violations of §§ 970, 971, 972, 973, and 974 of the California Labor Code.

Mr. Artar (and other similarly situated employees) were influenced, persuaded, and/or engaged to change their place of residence and work, based on knowingly false representations concerning (a) the kind, character, or existence of such work; (b) the length of time such work will last, or the compensation therefor; (c) the sanitary or housing conditions relating to or surrounding the work; or (d) the existence or nonexistence of any strike, lockout, or other labor dispute affecting it and pending between the proposed employer and the persons then or last engaged in the performance of the labor for which the employee is sought.

Based on the foregoing facts, Mr. Artar is asserting PAGA claims on behalf of himself and on behalf of all other, similarly situated employees employed by Defendants in California from November 21, 2024 to the present, who suffered similar violations. Mr. Artar seeks civil penalties under PAGA for Violations of Labor Code sections 970, 971, 972, 973, 974. We believe Defendants have jointly violated, and continue to violate, numerous provisions of California law, including, without limitation Labor Code Sections §§ 970, 971, 972, 973, 974, and that Mr. Artar and other similarly situated current and former employees are entitled to all damages, restitution and statutory penalties allowed by law. Our investigation is continuing, and there may be more violations uncovered.

225 S. Lake Avenue Suite 950, Pasadena, CA 91101

Tel. 818.794.9675 | Fax. 818.459.6997

We respectfully request that the Labor Workforce Development Agency notify this office within sixty (60) days if it wishes to investigate this matter further. Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned directly.

This letter is intended to exhaust the requirements under California Labor Code §§ 2699 *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (hereinafter the “LWDA”) before he or she can invoke the provisions of § 2699 *et seq.* by seeking redress in court. CAL. LAB. CODE § 2699.3. The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violations. CAL. LAB. CODE § 2699.3. If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699 *et seq.* CAL. LAB. CODE § 2699.3. It is the intention of this office to file a civil complaint and to prosecute the appropriate claims under Labor Code § 2699 *et seq.* against Defendants should your office not address these matters within the proscribed time.

Further, my firm is obligated to move forward with the lawsuit alleging these causes of action, with or without the “PAGA” claims. Thus, any action by the LWDA will not resolve the entirety of this case and the interests of judicial economy will be served by allowing the case to proceed as a cohesive whole, brought by our office.

Please be further advised that Mr. Artar, on behalf of himself and other similarly situated employees, seeks not only statutory damages, but all penalties, assessments and/or additional compensation as a result of the conduct described herein, including double damages under Labor Code § 972; attorneys’ fees and costs will also be sought.

This correspondence is being sent without any prejudice or waiver to our client’s rights, which remain fully-preserved as against Defendants and/or any other party. This letter is not an express or exhaustive statement of all facts and circumstances concerning this matter.

I thank you in advance for your anticipated professionalism and cooperation.

Sincerely,



Alex Hartounian
Managing Attorney
Licensed in CA & NY

cc Client