BRADLEY/GROMBACHER LLP
CLASS ACTIONS, MASS TORTS & CATASTROPHIC INJURIES

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April 27, 2026

Via Online Submission
Labor and Workforce Development
Agency Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Re: Written Notice – Private Attorney General Act ("PAGA") – Labor Code § 2698 et seq.
Amber Sullivan v. CGI Technologies and Solutions Inc., et al.

PAGA Administrator:

Notice is hereby provided that, pursuant to Labor Code § 2699.3, Amber Sullivan ("Employee") contends that CGI Technologies and Solutions Inc. ("Employer") has violated, and continues to violate, provisions of the Labor Code and wage orders promulgated by the Industrial Welfare Commission ("IWC wage order"), including, but not limited to, Labor Code §§ 201–204, 221, 223, 226(a), 226.7, 510, 512, 516, 1174.5, 1194, 1197, 1198, and 2802, and the applicable IWC wage order.

In accordance with the required notice under Labor Code § 2699.3 of the Private Attorney General Act ("PAGA"), this letter shall serve as formal written notice to the Labor and Workforce Development Agency ("LWDA").

Employee worked for Employer from approximately February 10, 2025 through the present, as a non-exempt Executive Assistant at Employer's Sacramento, California office. Employee earned $55.29 per hour. Employee is informed and believes that Employer employs approximately fifty (50) to sixty (60) non-exempt employees at its Sacramento, California location, with additional non-exempt employees at approximately five (5) California locations in total.

Employee is an "aggrieved employee" as defined in Labor Code § 2699(a) and brings this action on behalf of herself and all other aggrieved employees of Employer, and seeks penalties under PAGA for Employer's violations of the Labor Code.

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Employer CGI Technologies and Solutions Inc. is a Virginia corporation with its principal place of business at 11325 Random Hills Road, Fairfax, VA 22030, and operates a technology and government services business with offices throughout the State of California.

At all relevant times, Employer issued and maintained uniform, standardized scheduling, timekeeping, compensation, and employment practices and procedures for all employees in California, including Employee and others similarly situated.

Employee and other aggrieved employees seek penalties and other compensation from Employer for the relevant time period because Employer:

1. Failed to Pay Employees for All Wages, Including Off-the-Clock Work (Lab. Code §§ 221, 223, 1194, 1197, 1198);
2. Failed to Pay Employees for All Overtime (Lab. Code §§ 510, 1198);
3. Failed to Provide Employees with Compliant Meal Periods (Lab. Code §§ 226.7, 512, 516, and 1198);
4. Failed to Provide Employees with Compliant Rest Periods (Lab. Code §§ 226.7, 516, and 1198);
5. Failed to Reimburse Employees for Business Expenses (Lab. Code § 2802);
6. Failed to Timely Pay Wages During Employment (Lab. Code § 204);
7. Failed to Pay All Wages Owed at Termination (Lab. Code §§ 201–203); and,
8. Failed to Provide Employees and Aggrieved Employees with Accurate, Itemized Wage Statements and Failed to Maintain Accurate Records (Lab. Code §§ 226(a), 1174.5).

Below please find the relevant facts and legal theories to support the aforementioned violations.

Failure to Pay All Wages — Off-the-Clock Work

Throughout the Relevant Time Period, Employee and other non-exempt employees were not provided with a timeclock or electronic clock-in/clock-out system. Instead, employees were required to manually write down their hours worked each day. Employer maintained a policy and practice of prohibiting employees from recording more than eight (8) hours of work per day, regardless of the hours actually worked.

When Employee first began her employment, she did record overtime hours she actually worked. However, she was instructed by Employer's management to stop doing so and was told she could not record more than eight (8) hours per day. Thereafter, Employee was required to record only eight (8) hours per day regardless of actual hours worked.

Employee and other non-exempt employees regularly worked off-the-clock, including time spent responding to work-related communications, emails, and other job duties outside of their scheduled shifts, for which they received no compensation. California Labor Code §§ 221, 223, 1194, 1197, and 1198 require employers to pay non-exempt employees all wages earned for all hours actually worked. Employer's policy of capping recorded hours at eight (8) per day constitutes a knowing failure to pay all wages earned. Employee and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 1197.1 and/or 2699(a), (f)–(g).

Failure to Pay Overtime

California Labor Code §§ 510 and 1198 and the applicable IWC wage order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of one-and-one-half (1½) times the regular rate of pay, and employees working more than twelve (12) hours in a day at two (2) times the regular rate of pay.

As a direct result of Employer's policy of prohibiting employees from recording more than eight (8) hours per day, Employee and other non-exempt employees were denied overtime compensation for all hours worked in excess of eight (8) per day and forty (40) per week. Employer has failed and continues to fail to pay overtime wages to Employee and other aggrieved employees in violation of Labor Code §§ 510 and 1198. Employee and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 1197.1 and/or 2699(a), (f)–(g).

Failure to Provide Compliant Meal Periods

California law requires employers to provide non-exempt employees with a meal period of not less than thirty (30) minutes before working more than five (5) hours, and an additional meal period before working more than ten (10) hours in a day. Employers must pay one (1) hour of premium pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided.

Although Employee generally received meal periods, she and other non-exempt employees sometimes had meal periods that were late, short, or interrupted. Employer did not maintain a separate timekeeping record for meal periods, and employees were not required to clock in and out for meal breaks. Employer failed to pay meal period premiums when compliant meal periods were not provided.

Under California law, employers must provide meal periods during which employees are completely relieved of all duties. In Augustus v. ABM Security Services, Inc. (2016) 2 Cal.5th 257, the California Supreme Court reaffirmed that required meal and rest periods must be "off-duty." The mere existence of a facially lawful meal period policy is unavailing if there are practical constraints and pressures on employees that omit or curtail breaks. See Brinker Rest. Corp. v. Superior Court (2012) 53 Cal.4th 1004, 1040. On July 15, 2021, the California Supreme Court issued its decision in Ferra v. Loews Hollywood Hotel, LLC (2021) 11 Cal.5th 858, holding that employers must pay premium payments to employees for missed meal and rest breaks at the employee's "regular rate of pay" instead of their base hourly rate.

Accordingly, Employer failed to provide all meal periods in violation of Labor Code §§ 226.7, 512(a), 516, and 1198. Employee and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 2699(a), (f)–(g).

Failure to Provide Compliant Rest Periods

Labor Code §§ 226.7, 516, and 1198, and the applicable IWC wage order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each workday that a rest period is not provided. The applicable IWC wage order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time 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."

Although Employee generally received rest periods, they were sometimes late, short, or interrupted. Employer has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Accordingly, Employer failed to authorize and permit all compliant rest periods in violation of Labor Code §§ 226.7, 516, and 1198. Employee and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 2699(a), (f)–(g).

Failure to Reimburse Business Expenses

At all times relevant hereto, Employer had company-wide policies and/or practices whereby employees were required to use personal resources, including personal cell phones and other equipment, in the performance of their job duties, without adequate reimbursement for the expenses incurred.

Labor Code § 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. Cochran v. Schwan's Home Service, Inc. (2014) 228 Cal.App.4th 1137, 1144. Employer's failure to reimburse employees for required necessary work expenses constitutes a violation of Labor Code § 2802. Accordingly, Employer regularly failed to reimburse Employee and other aggrieved employees for all necessary expenditures and losses in violation of Labor Code § 2802. Employee and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 2699(a), (f)–(g).

Failure to Timely Pay Wages During Employment

California Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

During the Relevant Time Period, Employer willfully failed to pay Employee and other aggrieved employees all wages due, including but not limited to overtime wages owed and meal and rest period premiums owed, within the time periods specified by California Labor Code § 204. Employee and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 210 and/or 2699(a), (f)–(g).

Failure to Timely Pay Final Wages Upon Termination

On information and belief, Employer has a company-wide practice or policy of paying departing employees final wages without including all accrued and unpaid compensation owed to non-exempt employees, including unpaid overtime wages and meal and rest period premiums. Employer's failure to pay these final wages is willful.

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter. Aggrieved employees whose employment has ended are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 2699(a), (f)–(g).

Failure to Provide Accurate, Itemized Wage Statements and Maintain Accurate Records

Labor Code § 226(a) requires employers to make, keep, and provide true, accurate, and complete wage records. Employer has not provided Employee and other aggrieved employees with properly itemized wage statements. During the Relevant Time Period, Employer knowingly and intentionally provided Employee and other aggrieved employees with uniform, incomplete, and inaccurate wage statements that fail to correctly list: all hours actually worked, including off-the-clock hours; gross wages earned, including overtime premiums and meal and rest period premiums owed; net wages earned; and all applicable hourly rates in effect during each pay period.

Employer violated Labor Code §§ 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9). Because Employer has failed to track or record actual hours worked — limiting recorded hours to eight (8) per day — Employer does not list the correct total hours worked in compliance with § 226(a)(2), does not list the correct gross wages earned in compliance with § 226(a)(1), and does not list all applicable hourly rates in compliance with § 226(a)(9). Employer similarly fails to reflect meal and rest period premiums owed on wage statements.

As a result of Employer's failure to keep accurate records, Employee and other aggrieved employees suffered injuries in the form of confusion over whether they received all wages owed to them, and difficulty and expense in reconstructing pay records. Employee and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 226.3, 1174.5, and/or 2699(a), (f)–(g).

Conclusion

Enclosed please find a copy of the class action complaint being filed concurrently in the Superior Court for the State of California, County of Sacramento. Employee respectfully requests that the LWDA notify this office within sixty (60) days if it wishes to investigate this matter further. A copy is being sent via certified mail to Employer. Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned.

Thank you for your time and consideration.

Very truly yours,

BRADLEY GROMBACHER, LLP

BY: Marcus Bradley
Marcus J. Bradley

Enclosure – as stated above.

cc: CGI TECHNOLOGIES AND SOLUTIONS INC.
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