HAULK & HERRERA LLP

Attorneys at Law

Matthew A. Haulk, Esq.
mhaulk@hhemploymentlaw.com
Jose M. Herrera, Esq.
jherrera@hhemploymentlaw.com

100 Pine Street, Suite 1250
San Francisco, CA 94111-5235
Telephone: 415.745.3219
www.hhemploymentlaw.com

April 22, 2026

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Erik Beadle ("**Plaintiff**") with respect to Plaintiff's claims against Capgemini America, Inc. ("**Defendant**").

The purpose of this letter is to comply with Labor Code section 2699.3, which requires an aggrieved employee to notify their employer and the Labor & Workforce Development Agency ("**LWDA**") of the provisions of the Labor Code that the employer has allegedly violated before filing a civil claim under California's Labor Code Private Attorneys General Act ("**PAGA**").

As used herein, the term "**Aggrieved Employees**" refers to Plaintiff and to all current and former employees of Defendant who have worked for Defendant in the State of California. Plaintiff has suffered each of the Labor Code and Wage Order violations asserted herein.

SUMMARY OF FACTS

Plaintiff Erik Beadle was employed by Defendant Capgemini America, Inc. for approximately eight years, from in or around 2018 until his termination on April 6, 2026. At the time of his termination, Plaintiff was 56 years old and held the title of Resource Manager.

Despite his title, Plaintiff's actual day-to-day duties were operational and execution-focused in nature. Plaintiff was primarily responsible for tracking and forecasting employee utilization, coordinating staffing assignments, and supporting client engagements by matching available personnel to pre-identified business needs. These functions were carried out within established frameworks and in accordance with predetermined business metrics set by others above him in Capgemini's organizational structure. Plaintiff did not formulate staffing policy, did not set business strategy, and did not exercise independent judgment on matters of significance to Capgemini's management or general business operations.

Plaintiff was an individual contributor throughout his employment. He had no authority to hire, fire, discipline, or promote employees. He did not supervise or direct the work of any subordinates. His role was to execute — not to manage, direct, or set policy.

Throughout his employment, Plaintiff regularly worked in excess of eight hours per day and forty hours per week, and frequently worked approximately sixty hours per week. Defendant classified Plaintiff as exempt from California's overtime and wage-and-hour protections and paid him a fixed salary regardless of hours worked, without providing overtime compensation, meal period premiums, or rest period premiums to which Plaintiff was entitled.

Plaintiff had no history of discipline or performance-related issues. In or around January 2025, Plaintiff received a performance rating of 3 out of 5, reflecting satisfactory performance. Prior to his termination, Defendant did not issue any warnings or indicate that Plaintiff's job was in jeopardy.

Beginning in or around early 2025, Plaintiff experienced significant workplace stress that ultimately resulted in a disabling medical condition. Plaintiff was placed on disability leave beginning in or around October 2025 through December 2025.

Plaintiff returned to work on or about January 1, 2026. However, upon his return, Defendant failed to reinstate Plaintiff to his prior role or responsibilities. Instead, Defendant effectively removed Plaintiff's job duties, assigned him little to no meaningful work, and stripped him of his client responsibilities. The internal clients Plaintiff had previously managed were reassigned to another employee who had been hired in or around September 2025.

At the time of Plaintiff's employment, there were approximately four other Resource Managers. These individuals included employees who were substantially younger than Plaintiff, including one hired in or around 2023 who was approximately 28 years old, and another hired in 2020 who was approximately 40 years old. The employee hired in September 2025—who assumed Plaintiff's clients during his disability leave—was retained, while Plaintiff was selected for termination. Plaintiff was the only Resource Manager impacted by the purported reduction in force.

Following his return from disability leave, Plaintiff remained sidelined without meaningful assignments for several months. Then, on April 6, 2026, Defendant terminated Plaintiff's employment, claiming that the termination was part of a reduction in force.

Defendant's stated reason for Plaintiff's termination was false and pretextual. Plaintiff was selected for termination because of his disability and, in part, his age, as reflected by the timing of his termination shortly after returning from protected disability leave, Defendant's failure to restore his job duties upon his return, and Defendant's decision to retain other Resource Managers, including substantially younger employees.

As a result of Defendant's conduct, Plaintiff suffered lost wages and benefits, emotional distress, and other damages. Defendant's actions were willful, oppressive, and in reckless disregard of Plaintiff's rights, entitling him to all available remedies under California law.

SUMMARY OF CLAIMS

Plaintiff alleges that Defendant engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Defendant has violated California's wage and hour laws by:

a) **Unpaid Wages:** Failing to pay Aggrieved Employees for all hours worked (including overtime), in violation of the applicable Wage Order and Labor Code sections 204, 510, 1194 et seq.

b) **Meal/Rest Breaks (Failure to Provide):** Failing to permit Aggrieved Employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order.

c) **Meal/Rest Breaks (Failure to Pay Premium Pay)**: Failing to pay premium pay to Aggrieved Employees for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512.

d) **Failure to Pay Wages (Intervals):** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal and rest breaks), to Aggrieved Employees at least twice a month in violation of Labor Code section 204.

e) **Wage Statement Violations:** Failing to maintain and furnish to Aggrieved Employees accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3.

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f) **Waiting Time Penalties**: Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation to Aggrieved Employees in violation of Labor Code sections 201, 202, 203, 206, and 227.3.

g) **Failure to Reimburse:** Failing to reimburse Aggrieved Employees for business expenses in violation of Labor Code section 2802.

h) **Violation of IWC Wage Order**: As set forth above, Plaintiff's violations of the Labor Code are also violations of the applicable IWC Wage Order, including those Paragraphs identified as "Hours and Days of Work," "Minimum Wages," "Reporting Time Pay," "Records," Meal Periods," and "Rest Periods."

Plaintiff has suffered the violations alleged herein. This notice is based on the facts currently known to Plaintiff and is made without prejudice to Plaintiff's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.

Please advise this office within 65 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera
cc: Capgemini America, Inc. - *via Certified Mail/Return Receipt Requested*