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May 15, 2026

**<u>VIA ON-LINE SUBMISSION ONLY TO:</u>**
[https://dir.tfaforms.net/128](https://dir.tfaforms.net/128) **(copy by certified mail to all Defendants)**

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**Re: Labor Code § 2698, *et seq*. Penalties – PAGA Notice Letter to the LWDA**
***Chardae Willcocks v. Botco, Inc. et al.***
**Superior Court for the County of San Francisco**

**LWDA No. : LWDA-CM-1170576-26**

Gentlepersons:

This office represents Plaintiffs Chardae Willcocks and Reginald Evans ("Plaintiffs") and other similarly situated aggrieved non-exempt, hourly employees aggrieved employees (collectively "Aggrieved Employees") for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226(b), 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699, *et seq.* and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 et seq.

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* ("the Act") and to supplement and amend Plaintiff Chardae Willcock's original PAGA Notice to the LWDA, submitted on April 15, 2026 (LWDA Case No. LWDA-CM-1170576-26). Plaintiff Willcocks concurrently filed a class action complaint in San Francisco County Superior Court (Case No. CGC-26-635949) alleging various wage and hour violations committed by Defendants Botco, Inc.; Lumicity LLC; and Ascen Workforce, LLC. Plaintiff Willcocks would now like to add Plaintiff Reginald Evans and Defendant Robert Half Inc. to her original PAGA Notice and operative complaint so that Plaintiffs may continue to pursue the representative action, on behalf of themselves and all other similarly situated Aggrieved Employees, and the State of California, against Defendants Botco, Inc.; Lumicity LLC; Ascen Workforce, LLC; Robert Half Inc.; and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as "Defendants").

Additionally, this correspondence will serve to satisfy the notice requirements under the Act. We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiffs and all of their Aggrieved Employees in

California. Plaintiffs will seek leave of the Court to file a First Amended Complaint ("Amended Complaint") that incorporates the allegations and claims in this Amended Notice Letter.

**Relevant Facts**

Plaintiff Willcocks was employed by Defendants Botco, Inc.; Lumicity LLC; and Ascen Workforce, LLC as a non-exempt, hourly employee and worked for Defendants in California. Plaintiff Evans was employed by Defendants Botco, Inc. and Robert Half Inc. as a non-exempt, hourly employee and worked for Defendants in California. Aggrieved Employees include all non-exempt hourly employees of Defendants Lumicity LLC; Ascen Workforce, LLC; and Robert Half Inc. who were placed to work at Defendant Botco, Inc., as well as direct non-exempt hourly employees of Defendant Botco, Inc., who worked within the state of California from one year prior to the date of this letter and continuing through the present. Plaintiffs and Aggrieved Employees are collectively referred to herein as "Aggrieved Employees." Aggrieved Employees consistently worked at Defendants' behest and under their control and subject to their policies and practices without being paid all wages due. Plaintiffs are also informed and believe that there are other Aggrieved Employees employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below.

Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Plaintiffs contend that Defendants failed to pay Aggrieved Employees all wages due and owing, including by requiring off the clock work, unlawful time shaving, failing to provide legally compliant meal periods, failing to provide legally compliant rest periods, and failing to pay meal and/or rest period premiums all in violation of various provisions of the California Labor Code and applicable Wage Orders.

During the course of Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed resulting in off the clock work. Aggrieved Employees were required to perform off the clock work which they were not compensated for despite being subject to Defendants' control. For instance:

- Plaintiffs and Aggrieved Employees were required to perform pre-shift tasks such as setting up equipment and waiting for instructions from their supervisors for up to 30 minutes before being permitted to clock in.
- Plaintiffs and Aggrieved Employees were required to wait outside of their worksite for a supervisor to allow them to enter and go through security checks, including bag checks, for approximately 15-30 minutes before being able to clock in.
- Plaintiffs and Aggrieved Employees would, on occasion, show up to one worksite, only to be informed that they had been reassigned to a different worksite for the day, and would then have to travel to the second worksite before being able to clock in.
- Plaintiffs and Aggrieved Employees were required to go through security checks, including bag checks, for approximately 5 minutes after clocking out at the end of the day.
- Plaintiffs and Aggrieved Employees were required to use their personal cellphones for work-related activities for up to 20 minutes each day while off-the-clock, including for

using applications (e.g., Switch, Slack, the Botco app), texting and calling supervisors (including to gain entry to jobsites and to check for schedule changes or jobsite reassignments), and using GPS to travel to new jobsites.

- Plaintiffs and Aggrieved Employees were required to clock out for meal periods but then continue working and take their meal periods later. When meal periods were ultimately provided late, Plaintiffs and Aggrieved Employees received less than thirty (30) minutes of duty-free, uninterrupted time to eat before they were forced to return to work, meaning that any pre-recorded meal period of at least thirty (30) minutes inaccurately recorded the duration of meal periods that did occur, resulting in uncompensated time.
- Finally, Defendants intentionally and improperly changed, adjusted, and/or modified the clock entries of Plaintiffs and Aggrieved Employees to their detriment.

By implementing policies, programs, practices, procedures and protocols which resulted in off the clock work, Defendants' willful actions resulted in the systematic underpayment of wages and overtime pay to Aggrieved Employees. For example, the off the clock work addressed above caused Aggrieved Employees to begin receiving overtime pay later than they should have.

As a result of the above-described requirements to work off the clock, Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight (8) hours in any given day and/or more than forty (40) hours in any given week. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Additionally, Defendants failed to provide all the legally required unpaid, off-duty meal periods to Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during a shift but were often required to do so without receiving a lawful and timely meal break. Defendants placed their needs over Aggrieved Employees' lawful meal breaks, and this resulted in Aggrieved Employees taking short, non-compliant meal breaks. Specifically:

- Frequently, Aggrieved Employees were asked to clock out for meal breaks and continue working, ultimately taking any meal breaks after the 5$^{th}$ hour.
- When Aggrieved Employees did take meal periods, they were forced to clock out before having to exit the worksite and go through security, including bag checks, which could take up to ten (10) minutes in total. Aggrieved Employees would have to spend this same time to reenter the worksite before being able to clock in at the end of meal periods. Thus, in practice, Aggrieved Employees always received meal periods less than thirty (30) minutes in duration.
- Aggrieved Employees would often have to communicate with management to be readmitted to worksites, thus making meal periods that were provided not duty-free.
- On occasion, Aggrieved Employees would have to skip meal periods entirely in order to meet daily quotes or otherwise due to job demands.

As a result, Defendants' failure to provide Aggrieved Employees with all legally required off-duty, unpaid meal periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective hourly rate of pay for each meal period that Defendants failed to provide or deficiently provided.

Aggrieved Employees were also not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one (1) hour's wages in lieu thereof. To the extent that Aggrieved Employees were permitted to take rest periods, Aggrieved Employees were restricted in their ability to take their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest periods. For instance, Aggrieved Employees frequently wore large heavy backpacks for training robots as part of their job responsibilities. Aggrieved Employees were not permitted to remove the backpacks until their rest breaks began, and it would take up to five (5) minutes to fully remove the gear before they could rest, thus leaving the employees with only five (5) minutes to rest. Further, Aggrieved Employees were frequently forced to skip rest breaks entirely or take them late due to work demands, such as meeting specific daily quotas. Therefore, Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten (10) minutes for every work period of four or more consecutive hours; or major fraction thereof, nor did Defendants pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided.

Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, the wage statements failed to accurately account for unpaid wages and overtime because their actual hours were under-reported due to off the clock work and time shaving. Additionally, the wage statements given to Aggrieved Employees failed to accurately account for premium pay for deficiently provided meal and rest periods.

Additionally, Defendants failed to pay Aggrieved Employees all wages owed, as detailed above, at the time of their termination or within seventy-two (72) hours of their resignation, as required under Labor Code § 203. Specifically, Plaintiffs Willcocks and Evans did not receive all wages owed at the time of their termination but instead received final paychecks from Defendants around one week later. Additionally, Aggrieved Employees were not paid all regular and overtime wages because Defendants failed to pay for all hours worked by requiring off the clock work and by time shaving. Additionally, Defendants failed to pay premium wages owed for unprovided meal and rest periods. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

Moreover, Defendants failed to pay all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month pursuant to Labor Code 204. Defendants similarly failed to pay all wages earned by not more than seven (7) calendar days following the close of the payroll period.

Defendants also failed to pay Aggrieved Employees the requisite sick time pay in accordance with California Law. Specifically, Plaintiffs and Aggrieved Employees were not allowed to use their sick time for shifts where they called in sick but instead had their hours reduced by the number of hours they were out sick.

Further, Defendants failed to reimburse Aggrieved Employees for necessary business expenses. Defendants have regularly required Plaintiffs to incur business expenses in the course of performing their required job duties for Defendants including for use of their cellphones for work-related purposes, such as texting and calling their supervisor, clients, and co-workers, checking their schedules, and using GPS when traveling as part of their job responsibilities. Plaintiffs were also required to use their cars for work-related purposes, such as to drive to other worksites during their shift, and were not reimbursed for this mileage. Upon information and belief, Aggrieved Employees incurred similar costs. These expenses incurred by Plaintiffs and Aggrieved Employees were necessary and required of them in performing their assigned job duties, but Defendants failed to reimburse Aggrieved Employees for all such necessary expenditures, thus entitling them to reimbursement according to proof as required under Labor Code § 2802 and the applicable provisions of the IWC Wage Orders.

**PAGA Claim Details, Legal Bases for Violations and Penalties**:
As addressed above, Plaintiffs and the Aggrieved Employees complain of the following violations committed by Defendants:

**Failure to Pay Minimum Wages**
Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines "Hours Worked" as "the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which 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."

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

During the course of Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed resulting in off the clock work. Aggrieved Employees were required to perform off the clock work which they were not compensated for despite being subject to Defendants' control. For instance:

- Plaintiffs and Aggrieved Employees were required to perform pre-shift tasks such as setting up equipment and waiting for instructions from their supervisors for up to 30 minutes before being permitted to clock in.
- Plaintiffs and Aggrieved Employees were required to wait outside of their worksite for a supervisor to allow them to enter and go through security checks, including bag checks, for approximately 15-30 minutes before being able to clock in.
- Plaintiffs and Aggrieved Employees would, on occasion, show up to one worksite, only to be informed that they had been reassigned to a different worksite for the day, and would then have to travel to the second worksite before being able to clock in.
- Plaintiffs and Aggrieved Employees were required to go through security checks, including bag checks, for approximately 5 minutes after clocking out at the end of the day.
- Plaintiffs and Aggrieved Employees were required to use their personal cellphones for work-related activities for up to 20 minutes each day while off-the-clock, including for using applications (e.g., Switch, Slack, the Botco app), texting and calling supervisors (including to gain entry to jobsites and to check for schedule changes or jobsite reassignments), and using GPS to travel to new jobsites.
- Plaintiffs and Aggrieved Employees were required to clock out for meal periods but then continue working and take their meal periods later. When meal periods were ultimately provided late, Plaintiffs and Aggrieved Employees received less than thirty (30) minutes of duty-free, uninterrupted time to eat before they were forced to return to work, meaning that any pre-recorded meal period of at least thirty (30) minutes inaccurately recorded the duration of meal periods that did occur, resulting in uncompensated time.
- Finally, Defendants intentionally and improperly changed, adjusted, and/or modified the clock entries of Plaintiffs and Aggrieved Employees to their detriment.

During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiffs and the Aggrieved Employees, including by requiring systematic off the clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiffs and the other Aggrieved Employees as to minimum wage pay.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiffs and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiffs and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

**Failure to Pay Overtime Wages in Violation of Labor Code § 510**

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime and double time. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly modified certain employees' hours, including Plaintiffs', or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked due to the above and rounding and time shaving. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiffs and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

**Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties**

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically:

- Frequently, Aggrieved Employees were asked to clock out for meal breaks and continue working, ultimately taking any meal breaks after the $5^{th}$ hour.
- When Aggrieved Employees did take meal periods, they were forced to clock out before having to exit the worksite and go through security, including bag checks, which could take up to ten (10) minutes in total. Aggrieved Employees would have to spend this same time to reenter the worksite before being able to clock in at the end of meal periods. Thus, in practice, Aggrieved Employees always received meal periods less than thirty

(30) minutes in duration.

- Aggrieved Employees would often have to communicate with management to be readmitted to worksites, thus making meal periods that were provided not duty-free.
- On occasion, Aggrieved Employees would have to skip meal periods entirely in order to meet daily quotes or otherwise due to job demands.

Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

**Rest-Break Liability Under Labor Code § 226.7 and Penalties**

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Aggrieved Employees frequently wore large heavy backpacks for training robots as part of their job responsibilities. Aggrieved Employees were not permitted to remove the backpacks until their rest breaks began, and it would take up to five (5) minutes to fully remove the gear before they could rest, thus leaving the employees with only five (5) minutes to rest. Further, Aggrieved Employees were frequently forced to skip rest breaks entirely or take them late due to work demands, such as meeting specific daily quotas. Thus, Defendants did not provide legally compliant rest periods, as to the extent that any rest periods were provided, they were untimely or for shortened durations, and if Aggrieved Employees did receive rest breaks, they were frequently interrupted with work demands, or Aggrieved Employees were otherwise forced to remain under the control of Defendants.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

**Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226**

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Any wage statements given to Employees by Defendants necessarily failed to accurately account for wages, overtime, and premium pay, including by failing to pay for all hours worked, time shaving, and for providing deficient meal and rest periods, all of which Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(c) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs assert PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …"

**Failure to Pay Wages When Due in Violation of Labor Code § 204**

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements by not more than seven days following the pay period, Defendants failed to timely pay Aggrieved Employees wages when due as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, Plaintiffs were not paid at the correct overtime rate for all hours they worked after eight hours into a shift or over forty in a work week. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Plaintiffs and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime pay, by requiring off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages within seven days following the pay period as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs assert PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

**Failure to Keep Records In Accordance With Labor Code § 1174**

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiffs and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq*. Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs assert PAGA claims for failure to provide Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

**<u>Waiting Time Penalties Pursuant to Labor Code § 203</u>**

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiffs and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs assert PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

**<u>Failure to Pay Proper Sick Time</u>**

Labor Code Section 246 affords an employee "who works in California for 30 or more days within a year from the commencement of employment [] paid sick days . . . of not less than one hour per every 30 hours worked" and "no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period."

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Additionally, Subsection (l) of Section 246 provides:

> For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:
>
> (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees the requisite sick time pay in accordance with California Law. Specifically, Plaintiffs and Aggrieved Employees were not allowed to use their sick time for shifts where they called in sick but instead had their hours reduced by the number of hours they were out sick.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs assert PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 246, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 246, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

**Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802**

Defendants have regularly required Plaintiffs to incur business expenses in the course of performing their required job duties for Defendants including for the use of their cellphones for work-related purposes, such as texting and calling their supervisor, clients, and co-workers, checking their schedule, and using GPS when traveling as part of their job responsibilities. Plaintiffs were also required to use their personal vehicles for work-related purposes, such as driving to other locations during their shift, and were not reimbursed for this mileage. Upon information and belief, Aggrieved Employees incurred similar costs. These expenses incurred by Plaintiffs and Aggrieved Employees were necessary and required of them in performing their assigned job duties, but Defendants failed to reimburse Aggrieved Employees for all such necessary expenditures, thus entitling them to reimbursement according to proof as required under Labor Code § 2802 and the applicable provisions of the IWC Wage Orders.

Defendants systematically and uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and

Plaintiffs seek all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

**Unfair Competition Under Business and Professions Code § 17200, *et seq.***
Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiffs and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq*.

**Plaintiffs' PAGA Claim under Labor Code § 2698 *et seq*. and Recovery Bases:**
After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period, Plaintiffs will file an Amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiffs and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 226, 226(b), 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699, *et seq.* and 2802, including as follows:

(a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiffs and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiffs and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Properly Provide Paid Sick Days: For Defendants' failure to provide Aggrieved Employees with all their required and earned sick days at the proper regular rate in violation of Labor Code §§ 245 *et seq.* and 246 the civil and statutory penalties available and applicable under Labor Code §§ §§ 245 *et seq.* and 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of an Amended Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiffs allege have been violated, including the facts and relevant theories alleged against Botco, Inc.; Lumicity LLC; Ascen Workforce, LLC; Robert Half Inc.; and any other named Defendants and joint employers. To prevent the violations described herein from occurring, and to remedy past violations, Plaintiffs respectfully request that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the original PAGA Notice Letter postmarked on April 15, 2026 whether you intend to proceed with these claims or whether Plaintiffs and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an Amended Complaint.
Regards,

D.LAW, INC.

Natalie Haritoonian

Cc: Botco, Inc.; Lumicity LLC; Ascen Workforce, LLC; Robert Half Inc. by Certified Mail