Rebecca Harteker | Attorney

b FRONTIER Law Center

Rebecca@frontierlawcenter.com
(818) 914-3433
6200 Canoga Ave., Suite 470
Woodland Hills, CA 91367

www.frontierlawcenter.com

May 4, 2026

Via Online Filing	**Via Certified Mail**
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html	Oracle America, Inc. 500 Oracle Parkway Redwood City, CA 94065

Subject: *Brian Fulkerson v. Oracle America, Inc.*

Dear Representative:

This office represents Brian P Fulkerson ("Plaintiff") in connection with Labor Code violation claims related to their employment with Oracle America, Inc. ("Employer"). Employer can be contacted at:

Oracle America, Inc.
500 Oracle Parkway
Redwood City, CA 94065

Plaintiff has personally suffered each of the Labor Code violations alleged in this letter while employed by Employer within the applicable one-year statute of limitations period. As such, Plaintiff intends to seek PAGA penalties on behalf of himself and all other non-exempt employees of Employer employed in California and who were subjected to any or all of the Labor Code violations referenced herein during the PAGA Period (together with Plaintiff, "Aggrieved Employees"). The PAGA Period begins one year prior to the date of this letter and, because the violations alleged herein are ongoing, the PAGA Period extends beyond the date of this letter.

In response to Labor Code violations alleged below, PAGA provides Employer with specific options to mitigate potential penalties:

Taking All Reasonable Steps to Be in Compliance:

Employer can reduce potential penalties to 15% of the maximum by demonstrating it has already taken all reasonable steps to be in compliance with all Labor Code provisions identified in this notice prior to receiving it. If Employer believes it has already taken all reasonable steps to be in compliance with all Labor Code provisions identified in this notice, Employer is encouraged to contact our office to set forth all reasonable steps taken.

If all reasonable steps are taken to be in compliance with all Labor Code provisions identified in this notice within 60 days after receiving it, penalties may be reduced to 30% of the maximum. If Employer intends to take all reasonable steps to be in compliance with all Labor Code provisions identified in this notice, Employer is encouraged to engage in good faith meet-and-confer discussions with our office regarding the alleged violations. Failure to do so may support a finding that all reasonable steps were not taken to comply with the Labor Code provisions identified herein.

Curing Violations:

For certain violations, Employer has the opportunity to fully cure the alleged violations to further reduce penalties or even avoid penalties altogether. Once again, we strongly encourage Employer to promptly initiate meet-and-confer discussions with our office as part of any compliance or cure efforts. Failure to do so may result in a cure that is insufficient.

Employer must notify both our office and the Labor and Workforce Development Agency (LWDA) of any steps taken towards compliance or any attempts to cure. Not only does this approach demonstrate a good faith attempt to come into compliance, but failure to do so could potentially support a finding that Employer's conduct was malicious, fraudulent, or oppressive, thereby leading to increased penalties pursuant to Labor Code section 2699(f)(2)(B).

All communications regarding this matter should be directed to:

Frontier Law Center
6200 Canoga Ave, Suite 470
Woodland Hills, CA 91367

This letter is sent pursuant to the requirements of Labor Code section 2699.3. The Labor Code violations being alleged are as follows:

Failure to Pay All Wages Due

Labor Code sections 201 through 204 require employers to pay all wages, including earned commissions, according to the employment agreement and applicable law. Commissions are wages and cannot be forfeited retroactively unless explicitly provided in a written commission agreement.

Plaintiff and the Aggrieved Employees earned commissions that were not paid in full or on time. Employer improperly treated commissions as "advances" subject to clawback, resulting in systematic underpayment of earned commissions. For example, Plaintiff personally earned commissions on a May 2025 transaction (the Specialized Bikes deal) for which leadership promised approximately $73,000 in commissions. However, Employer paid Plaintiff only approximately $1,600, resulting in an underpayment of approximately $71,400.

Additionally, Plaintiff earned commissions in March 2026 that remain unpaid. Following Plaintiff's termination on April 10, 2026, Employer indicated that unpaid commissions would not be paid until May 15, 2026, well after the conclusion of Plaintiff's employment. This pattern of non-payment and underpayment affected Plaintiff and the Aggrieved Employees in similar commission-based sales positions.

Civil Penalties Applicable to Unpaid Wages and Commissions

As a result of Employer's failure to pay all wages due, including earned commissions, Employer is subject to the civil penalties listed in Labor Code section 2699.

Overtime Violations

Labor Code section 510 and the applicable Wage Order provides that an employee shall be paid one and one-half times their regular rate of pay for any work in excess of eight hours in one workday or 40 hours in any one workweek. Labor Code section 510 and the applicable Wage Order further provides that an employee shall be paid twice their regular rate of pay for any work in excess of 12 hours in one day.

Overtime Paid at the Wrong Regular Rate

The Aggrieved Employees were improperly classified as exempt salaried employees when they did not qualify for any applicable exemption under California law. As non-exempt employees, Plaintiff and the Aggrieved Employees regularly worked in excess of eight hours in a day and 40 hours in a workweek without receiving overtime compensation. Plaintiff personally worked 70 to 80 hours per week, approximately 15 to 17-hour days, yet Employer failed to pay any overtime premiums at one and one-half times or double the regular rate of pay. Thus, Plaintiff and the Aggrieved Employees were not paid all overtime wages owed.

Civil Penalties Applicable to Overtime Violations

As a result of the above overtime violations, Employer is subject to the civil penalties listed in Labor Code sections 558, 1197.1, and 2699.

Meal Break Violations

Labor Code section 512 and the applicable Wage Order provides that an employer shall 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, or more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Meal periods must be uninterrupted, and the employee must be relieved of all duty.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant meal period was not provided.

Missed Meal Breaks

The Aggrieved Employees' meal breaks were regularly missed because Employer failed to authorize and permit compliant meal breaks. The nature of the Aggrieved Employees' jobs made it practically impossible to take meal breaks due to ongoing work demands.

An employer provides compliant meal breaks to its employees "if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break." (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

Premium Pay Not Paid

Premium pay for missed meal breaks must be paid at the employees' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)). The regular rate of pay includes all remunerations, including shift differentials, incentive pay, and other non-discretionary bonuses. Here, the Aggrieved Employees did not receive premium pay for missed meal breaks.

Civil Penalties Applicable to Meal Break Violations

As a result of the above meal break violations, Employer is subject to the civil penalties listed in Labor Code sections 558 and 2699.

Rest Break Violations

Labor Code section 226.7 and the applicable Wage Order requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof. Employees must be relieved of all duties during their rest breaks.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant rest break was not provided.

Missed Rest Breaks

The Aggrieved Employees' rest breaks were regularly entirely missed due to work demands and internal pressure to close deals.

Courts have repeatedly held that employers may not impose any limits on rest breaks. (*Augustus v. ABM Sec. Servs., Inc*., 2 Cal. 5th 257, 269 (2016) (an employer cannot "satisfy its obligation to relieve employees from duties and employer control during rest periods when the employer [] requires its employees to remain on call")). Thus, Employer violated the Labor Code by requiring the Aggrieved Employees to remain on call and on duty during their rest breaks.

Premium Pay Not Paid

Premium pay for missed rest breaks must be paid at the employees' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)). The regular rate of pay includes all remunerations, including shift differentials, incentive pay, and other non-discretionary bonuses. Here, the Aggrieved Employees did not receive premium pay for missed rest breaks.

Civil Penalties Applicable to Rest Break Violations

As a result of the above rest break violations, Employer is subject to the civil penalties listed in Labor Code section 2699.

Failure to Maintain Required Payroll Records

Labor Code section 1174 requires employers to maintain accurate payroll records showing employees' daily hours worked and wages paid for each pay period. These records must accurately reflect all hours actually worked and all compensation owed to employees under California law.

Employer failed to maintain accurate payroll records for Plaintiff and the Aggrieved Employees. Because Employer improperly classified Plaintiff and the Aggrieved Employees as exempt salaried employees, Employer did not track their daily hours worked as required for non-exempt employees under California law. Plaintiff personally worked 70 to 80 hours per week, approximately 15 to 17-hour days, yet Employer's payroll records did not accurately reflect these hours or the substantial overtime compensation owed on those hours.

Additionally, because Employer failed to accurately record and pay overtime premiums, meal break premiums, rest break premiums, and full commissions, Employer's payroll records could not accurately reflect the true wages paid to Plaintiff and the Aggrieved Employees.

Further, Employer's records did not accurately reflect the unpaid commissions earned by Plaintiff in March 2026, which remained unpaid even after Plaintiff's termination. By treating commissions as "advances" subject to clawback and systematically underpaying earned commissions, Employer's payroll records misrepresented the actual wages paid to Plaintiff and the Aggrieved Employees.

The failure to maintain accurate payroll records compounds the harm to Plaintiff and the Aggrieved Employees by making it difficult or impossible to verify the full extent of wages owed.

Civil Penalties Applicable to Payroll Record Violations

As a result of Employer's failure to maintain accurate payroll records as required by Labor Code section 1174, Employer is subject to the civil penalties listed in Labor Code section 2699.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned, total hours worked, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Employer failed to provide wage statements which accurately reflected this information.

Civil Penalties Applicable to Wage Statement Violations

As a result of the wage statement violations detailed above, Employer is subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203). Employer failed to pay all wages owed at the conclusion of the Aggrieved Employees' employment.

Plaintiff was terminated on April 10, 2026. At the time of termination, Employer failed to pay all wages owed to Plaintiff, including unpaid commissions earned in March 2026, underpaid commissions from the May 2025 Specialized Bikes transaction (approximately $71,400), unpaid overtime premiums, and unpaid meal and rest break premiums. Employer indicated that unpaid commissions would not be paid until May 15, 2026, more than one month after Plaintiff's termination. This constitutes knowing and willful failure to pay all wages due at the conclusion of employment.

Civil Penalties Applicable to Waiting Time Penalties

Because of Employer's failure to pay all wages at the conclusion of employment and to pay the resulting waiting time penalties, Employer is subject to the civil penalties listed in Labor Code section 2699.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional facts or theories of liability, they expressly reserve the right to revise these facts and/or add any new claims by amending and/or supplementing this letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Sincerely,

/s/

Rebecca Harteker