SETYAN LAW, APC.
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November 7, 2024

Via Electronic Filing Only

Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Brian Anyanwu vs. Digistream Bay Area, Inc., et al.
RE: PRIVATE ATTORNEYS GENERAL ACT (Our File No. 1138)

To Whom It May Concern:

Please be informed that Digistream Bay Area, Inc., located at 2100 Embarcadero E #101, Oakland, CA 94606, (hereinafter referred to as "Respondents") and any other employers or person(s) acting on behalf of Respondents as such phrase is used under Labor Code sections 558 and 558.1, have committed and/or caused to be committed Labor Code violations against our client, Brian Anyanwu, as well as other employees working with Respondents within the past four (4) years, including all of Respondents' other locations within California.

Our client worked as a Private Investigator for Respondents from on or about January 12, 2022, to on or about September 30, 2024, and was a full-time, non-exempt employee. Our client worked over 8 hours per day and/or 40 hours per week but was not paid the requisite overtime pay. Further, Respondents wrongfully withheld wages, failed to pay wages when due, failed to pay minimum wages, failed to provide meal periods, failed to provide rest breaks, failed to provide timely and accurate itemized wage statements, failed to maintain complete and accurate time records and failed to pay all wages due and owing at the end of client's and other similarly situated employees' employment, as follows:

Respondents violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 and Ordinance No. 183612 because they failed to pay our client and other similarly situated employees California's and Los Angeles' statutory minimum wage. Our client's weekly pay was always less than the statutory minimum wage rate in effect during that time period for the hours that our client worked.

Respondents violated Labor Code §510 because it failed to pay our client and other similarly situated employees overtime, even though they worked more than 8 hours per day and/or 40 hours per week throughout their employment. Our client was not paid any wages at all for any of these overtime hours.

Respondents violated Labor Code §§ 512 and 226.7 because it failed to provide our clients and other similarly situated employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment, and our client did not validly waive said meal periods. Respondents failed to affirmatively advise our client and other similarly situated employees of the right to take statutory meal periods and did not completely relieve our client of all duty during said meal periods. Respondents did not pay to our client one (1) additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory meal periods was not provided.

Respondents violated Labor Code § 226.7 because it failed to provide our client and other similarly situated employees 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. Respondents failed to affirmatively advise our client and other similarly situated employees of the right to take statutory rest breaks and did not completely relieve our client of all duty during said rest periods. Respondents did not pay to our client one (1) additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest breaks was not provided.

Respondents violated Labor Code §§ 226(a)(1), (2), (5) and (9), and 1174 because it failed to provide our client and other similarly situated employees with itemized wage and hour statements that fully or accurately stated the (1) gross wages earned, (2) total hours worked by the employee, (5) net wages earned, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Respondents further violated Labor Code § 226(a) because it failed to keep a copy of the required itemized statements on file for at least three (3) years at the place of employment or at a central location within the State of California.

Respondents violated Labor Code § 203 because it willfully failed to pay our client and other similarly situated employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. Our client's employment with Respondents ended on or about September 30, 2024, but Respondents failed and refused to pay all wages earned and due within 72 hours, or ever, upon separation. These earned but unpaid wages include minimum wages, overtime wages, regular wages earned but not paid, meal/rest period compensation, and all wages due and owing at the end of employment described above.

Respondents violated Labor Code §221 by collecting and/or receiving from our client, and other similarly situated employees, part of their wages theretofore paid by said Respondents to said employees.

Respondents violated Labor Code §§ 98.6, and 1102.5, because they retaliated against our client for complaining that she is owed wages and for exercising or requesting to exercise his rights under the Labor Code.

Each of the aforementioned violations is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is no statutory right to cure.

Please take further notice that Respondents violated Labor Code §246 because it failed to provide to our client and its other employees with paid sick leave. Our client worked for Respondents for more than 30 days and was entitled to accrue paid sick leave at the rate of 1 hour for every 30 hours worked. Our client did not accrue any paid sick leave at all, and if our client took time off from work that would have qualified as sick leave, she received no wages for this time period.

Respondents violated Labor Code § 227.3 because it failed to pay our client wages for unused vested vacation time.

Please take notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our client also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 203, 210, 248.5, 558, 226.3.

Respondents' violations of 8 Code of Regulations §11040, Industrial Welfare Commission Order No. 4-2001, Labor Code §§ 98.6, 201-203, 221, 226, 226.7, 227.3, 246, 510, 512, 1102.5, 1182.12, 1194, 1194.2, 1197, 2699, and other applicable provisions. As alleged herein, Respondents' failure to provide minimum wages, failure to provide overtime wages, failure to provide rest breaks, failure to provide meal breaks, collection or receipt of our client's wages, failure to provide timely and accurate wage and hour statements, retaliation against our client for exercising or requesting to exercise his rights under the Labor Code, failure to pay our client wages for unused, vested vacation time, failure to provide our client with paid sick leave, failure to provide all wages immediately upon termination, and failure to maintain complete and accurate payroll records for our client, constitute unfair business practices in violation of Business & Professions Code §§17200, et seq.

Please take further notice pursuant to Labor Code § 2699.3(c) that Respondents violated Labor Code § 226.8 because it willfully misclassified our client as an independent contractor instead of as an employee.

Our client is informed and believes, and thereon alleges, that herself and other employees were subject to the same violations and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, our client, as an aggrieved employee, brings an action against Respondent, on behalf of herself and other current and former employees.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf and vindicate the rights of all employees who have been subjected to these same Labor Code violations by Respondent.

Very truly yours,

SETYAN LAW, APC

Samvel Setyan

Samvel Setyan
Attorney at Law

CC: Digistream Bay Area, Inc
c/o CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

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November 7, 2024

Via U.S. First Class Mail and Certified Mail/ Return Receipt Requested
7022-0410-0001-9499-4219

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Please be advised that this office has a lien on the above-entitled case for attorney's fees and costs. As such, you are hereby advised to make all settlement checks payable to Setyan Law, APC, Client Trust Account. Should you fail to do so, we will separately pursue our attorney's fees and costs.

Please contact our law office within the next two weeks in order to discuss a settlement for our client's wage and hour claims.

Very truly yours,

SETYAN LAW, APC

Samvel Setyan
Attorney at Law

Samvel Setyan

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