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August 26th, 2026

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

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Re: *Nick Brunton v. ServiceNow*

Dear Labor and Workforce Development Agency and ServiceNow:

Please allow this correspondence to serve as written notice required by California Labor Code §2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by ServiceNow and the facts and theories in support of said allegations. This firm represents Nicholas Brunton ("Claimant"); we hereby notify you that Claimant intends to seek penalties against ServiceNow under the Private Attorneys General Act of 2004, Cal. Lab. Code §§2698 *et seq.*, on Claimant's own behalf and all other aggrieved employees.

Specific Provisions of the Labor Code Allegedly Violated by ServiceNow

The specific provisions of the Labor Code allegedly violated by ServiceNow and the provisions under which Claimant submits this correspondence include the following: §§201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802

Facts and Theories Supporting the Allegations Against VPS

Claimants and other aggrieved employees worked for ServiceNow in California as non-exempt employees. Claimants were employed by ServiceNow in California within the relevant PAGA Period.

During the PAGA Period, ServiceNow failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code §512 and §4 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over fire hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. As a result, their meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, ServiceNow violated Labor Code §§226.7 & 512, as well as §4 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

ServiceNow failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimants and other aggrieved employees were required or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during rest periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, ServiceNow violated Labor Code §226.7 and §4 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

ServiceNow failed to pay Claimant and other aggrieved employees at least the legal minimum wage and overtime wage for all hours worked (in violation of Labor Code §§510, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to ServiceNow's policy and practice of requiring Claimant and aggrieved employees to work off-the-clock, failing to pay wages using the appropriate regular rate of pay or the required minimum wage, and/or failed to pay for all recorded time, among other reasons. ServiceNow failed to pay Claimant and other aggrieved all minimum, regular, and overtime wages for these hours. Due to its failure to include non-discretionary forms of payment in the regular rate of pay for purposes of calculating overtime and sick pay, ServiceNow also failed to pay all overtime wages and sick pay owed at the correct regular rate of pay.

Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of ServiceNow. For example, Claimant was required to use their private cell phones for ServiceNow's business purposes on a daily basis, including for communicating with supervisors and dispatch, and as the main resource for directions and maps for Claimant and other aggrieved employees working in the field. It is also believed that all travel reimbursement expenses have not been reimbursed. However, Claimant and the other aggrieved employees were never reimbursed for these routine expenses. As such, ServiceNow violated Labor Code §§2800 & 2802 by failing to reimburse Claimant and other aggrieved employees for such expenses.

As a result of, and in addition to, these actions, ServiceNow violated Labor Code §§226, & 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the commissions earned; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (4) net wages earned; (5) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (6) why a California employee was being charged on every check for AZ state income tax. Specifically, the wage statements failed to list the correct hours, rates, and pay due to the above unpaid wage violations, among other violations.

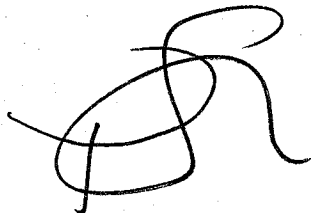
ServiceNow violated Labor Code §§1174 & 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, ServiceNow violated the Labor Code by failing to properly pay all these wages, including commissions, owed throughout aggrieved employees' employment and following the end of these workers' employment with ServiceNow due to the above violations (in violation of Labor Code §§201, 202, 203, 204).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to be 'Patricia A. Savage', written over a horizontal line.

Patricia A. Savage
Savage, Reimer & Associates, LLP