

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
rico@bamlawca.com

WRITERS EXT:
1009

July 31, 2025
CA3648

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

RINGCENTRAL, INC.
Certified Mail #9589071052702856168405
CT Corporation System
Amanda Garcia
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Emily Tran (“Plaintiff”) and all other Aggrieved Employees of RingCentral, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by RingCentral, Inc. in California, including any employees staffed with RingCentral, Inc. by a third party, and classified as non-exempt employees during the time period of July 31, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from November of 2024 to approximately January 17, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their non-compliant rest breaks, for all of their time spent working off the clock as described further below, and for business expenses incurred but not reimbursed.

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Plaintiff worked as an on-boarding coordinator for Defendant at its office located at 20 Davis Dr., Belmont, CA 94002. Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, Plaintiff was responsible for leading on-boarding sessions for new hires which occurred every Monday morning starting at 8 a.m. On these days, Plaintiff arrived at least thirty minutes early in order to get the computer started, prepare the slide show, turn the video camera on and plug in the monitor for a zoom video dual screen – all while off the clock resulting in unpaid minimum and overtime wages. Plaintiff's typical shift from Tuesday-Friday was 9 a.m. - 6 p.m. and from time to time Defendant expected her to stay late and work past 6 p.m. while off the clock. For example, on at least one occasion, Plaintiff was given a data clean up project late in the afternoon with the expectation that she finish or complete a significant portion of the project before she left for the day, which resulted in her staying until at least 6:30 p.m.

Throughout Plaintiff's employment and during the PAGA period, Plaintiff and other Aggrieved Employees were often unable to receive compliant rest breaks, which were always taken, if at all, well after working 3 hours, and therefore were late and/or missed on a regular basis in violation of Cal. Labor Codes Sections 226.7 and 512. Plaintiff's wage statements show that no rest break penalty payments were paid for any rest break violations that Plaintiff suffered. Attached as **Exhibit #1** are true and correct copies of Plaintiff's wage statements from November 1, 2024 through December 31, 2024, showing no rest break premiums paid during a period when Plaintiff regularly suffered rest break violations.

Pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the rest break penalties described above. Plaintiff further contends that Defendant failed to provide her and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff's wage statements should accurately display all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a)(2). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, the wage statements failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent preparing for Monday morning on-board meetings and post-shift work assignments as set forth above.

Plaintiff was also not reimbursed for business related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff had to use her cell phone for work-related purposes but was not

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reimbursed, such as when Plaintiff's manager would call her cell phone to instruct her to join a work call and/or a zoom call. Plaintiff was also required to install and use the RingCentral app on her cell phone which was a method in which RingCentral employees could communicate with each other via group chat or texting. Plaintiff was not reimbursed the reasonable expenses associated with using her cell phone for work-related purposes. See **Exhibit #1** (no line item for cell phone reimbursement).

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, such as when Plaintiff's employment with Defendant ended in January of 2025, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo R. Ehmann

Ricardo R. Ehmann, Esq.