

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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LA JOLLA, CALIFORNIA 92037

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WRITERS E-MAIL:
nick@bamlawca.com

WRITERS EXT:
1004

October 7, 2025
CA3779

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Fivetran Data Inc.
Certified Mail #9589071052702856215666
Cogency Global Inc.
ERIN HAGGERTY
1325 J ST STE 1550,
SACRAMENTO, CA 95814

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226(a)(8), 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) 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 Sidney Stubblefield (“Plaintiff”) and all other Aggrieved Employees of Fivetran Data Inc. and/or Fivetran Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Fivetran Data Inc. and/or Fivetran Inc. in California, including any employees staffed with Fivetran Data Inc. and/or Fivetran Inc. by a third party, and classified as non-exempt employees during the time period of October 7, 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 April 1, 2025 to August 11, 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 and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

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Specifically, Plaintiff was employed by Defendant as a workplace operations associate from April 1, 2025 to August 11, 2025 working at 1221 Broadway Suite 2400 Oakland, CA. Plaintiff performed her job duties consisting of performing administrative work, collecting and processing mail, helping plan events and lunches, and doing janitorial duties such as cleaning up at the end of events or lunches. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

Further, Plaintiff was regularly unable to take rest breaks and took many of her meal breaks late, after the 5th hour of work as a result of her strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff's meal and rest breaks were also missed or interrupted multiple times a week. Plaintiff had to ensure everyone at the office got lunch. This meant that Plaintiff would have to pick up lunch, set the food up in the office, and wait until everyone was finished before she could take her meal break leading to Plaintiff taking her meal breaks late. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose to avoid paying the proper penalties to Plaintiff.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, California Labor Code 226(a)(8) requires that an employer's itemized wage statement includes the correct name and address of the legal entity of the employer. The correct name of the legal entity that employed Plaintiff is not listed on Plaintiff's pay stubs in violation of Cal. Lab. Code 226(a)(8).

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with her job duties mentioned above. There were instances where Plaintiff would clock out for her meal break, then keep setting up lunch for the other co-workers. Plaintiff's meal breaks would also be interrupted by co-workers asking her to clean up the area. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210,

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Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described 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 drive her car to different venues to determine whether they could host parties for the office. Plaintiff would also have to use her car to drive to restaurants to pick up food for office lunches. Yet, Plaintiff was not reimbursed for any gas expenses or any other reasonable expenses related to these trips.

Further, 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 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(a)(8), 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. 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 Statue 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/ Nicholas De Blouw

Nicholas De Blouw, Esq.

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/s/ Nicholas De Blouw

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