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

June 1, 2026
CA3866

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

ASSOCIATED STUDENTS, INCORPORATED
OF CALIFORNIA POLYTECHNIC STATE
UNIVERSITY AT SAN LUIS OBISPO

MICHELLE CRAWFORD
1 GRAND AVE
SAN LUIS OBISPO, CA 93407

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226(a)(9), 226.7, 246, 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 Tracy Trinon ("Plaintiff") and all other Aggrieved Employees of Associated Students, Incorporated of California Polytechnic University at San Luis Obispo ("Defendant" and/or "ASI"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Associated Students, Incorporated of California Polytechnic University at San Luis Obispo in California, including any employees staffed with Associated Students, Incorporated of California Polytechnic University at San Luis Obispo by a third party, and classified as non-exempt employees during the time period of June 1, 2025 until a date as determined by the Court ("PAGA Period").

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff is currently employed by Defendant in California and has worked for Defendant since December of 2008. Plaintiff has at all times been 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 fails 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 non-compliant meal and rest breaks and for businesses expenses incurred but not reimbursed.

Plaintiff works remotely in San Luis Obispo for Defendant as an Accounting Technician II. More specifically, Plaintiff is an accounts receivable and point of sale specialist. Plaintiff is tasked with invoicing, collecting and recording all income that comes into ASI. Plaintiff also maintains back end set up of point of sale software to make sure all sales are recorded correctly (eg. pottery classes, outdoor equipment sales).

Throughout Plaintiff's employment and during the PAGA Period, Plaintiff has been extremely busy and under significant pressure to make sure accounting records are up to date and accurate. Sometimes customers are past due on their invoices and one of Plaintiff's duties is to contact and/or respond to these customers in a timely fashion to facilitate the timely collection of monies owed to ASI. As a result, Plaintiff and other Aggrieved Employees are subjected to numerous violations during their employment with Defendant.

For example, from time to time Plaintiff does not receive compliant meal and rest breaks which are either late, interrupted due to work-related issues or missed entirely which is in violation of Cal. Labor Codes Sections 226.7 and 512. . Plaintiff's typical shift is 6 a.m. to 2:30 p.m., Monday through Friday. As such, her meal breaks should be taken by 11 a.m. This does not always occur because, for example, Plaintiff is busy attending work-related meetings or is on a call with a customer who has a past due invoice. Plaintiff's meal breaks are also sometimes interrupted with work-related issues, such as phone calls coming in from customers who have past due invoices or phone calls from co-workers that need immediate attention. For example, during her meal breaks Plaintiff sometimes receives phone calls from ASI's accounts payable technician asking Plaintiff about a particular check that needs to be deposited into the bank for which the accounts payable technician needs information from Plaintiff before she can proceed. Plaintiff's rest breaks are late and/or interrupted for generally the same reasons as her meal breaks. Plaintiff's rest breaks are also missed entirely from time to time, especially at the end of the month when deadlines have to be met. Defendant has failed to provide Plaintiff with all the premium payments she's entitled to for meal and rest break violations.

Furthermore, Plaintiff and other Aggrieved Employees have worked while off the clock which has resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, Plaintiff's meal breaks are sometimes interrupted with work-related issues which results in unpaid off the clock work. Given the nature of Plaintiff's responsibilities which involves tracking down customers with delinquent invoices and making sure payments get credited to the correct accounts when deposited, there is an expectation from ASI that phone calls and other forms of communication, such as text messages, are responded to in a prompt fashion – which sometimes results in off the clock work. Indeed, Plaintiff's supervisor expects her to respond to calls/texts within 20 minutes which, by definition, includes responses during what is supposed to be 30-minute duty-free meal breaks. Plaintiff also receives "teams" messages on her cell phone after hours which she reviews. In addition, Plaintiff sometimes receives and takes calls after her shift has ended regarding ongoing collection efforts from customers with delinquent accounts. Pursuant to Labor Code § 204 & 210, Defendant fails to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant are as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work as described above.

Additionally, Plaintiff and the Aggrieved Employees are paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. This does not always occur. Plaintiff alleges that Defendant fails to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a), such as not identifying the correct number of hours worked since Defendant fails to record the time Plaintiff spends working during meal breaks and other off the clock work as set forth above. Furthermore, Defendant violated Cal. Lab. Code Section 226(a)(9) by failing to include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. For example, on February 13, 2026, Plaintiff was paid $188.00 for "Retro-Reg Earnings" and $0.49 for "RETRO-PREMIUM OT", but Defendant's wage statement does not include the hours associated with these "retro" payments.

In addition, Defendant fails to include all non-discretionary wages into the regular rate for purposes of calculating Plaintiff's correct overtime rate during certain pay periods. For example, during the pay period November 8, 2025 through November 21, 2025, Plaintiff worked overtime and also earned a shift differential identified on the wage statement as "**SHIFT PAY 3**" which was not factored into Plaintiff's regular rate. Plaintiff was underpaid overtime as a result. Moreover, during the pay period April 25, 2026 through May 8, 2026, Plaintiff worked overtime and also earned a non-discretionary bonus identified on the wage statement as "**BONUS no PERS**" which was not factored into Plaintiff's regular rate. Plaintiff was again underpaid overtime as a result. The failure to include "SHIFT PAY 3" wages and "BONUS no PERS" payments into Plaintiff's regular rate is a violation of Cal. Lab code section 510.

Defendant also fails to comply with California's paid sick leave laws with respect to Plaintiff and other Aggrieved Employees in violation of California Labor Code Section 246. Due to Defendants' policy and practice of excluding some forms of non-discretionary wages, including but not limited to Shift Differential wages and bonuses (eg. "SHIFT PAY 3", "Bonus no PERS"), from the regular rate of pay, Plaintiff believes and alleges that Defendant underpaid sick pay at only Plaintiff's and Aggrieved Employees' base hourly rate instead of regular rate of pay.

Plaintiff was also not reimbursed for business related expenses she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. Plaintiff used her cell phone for work-related purposes but was not reimbursed the reasonable amount of expenses she incurred. For example, Plaintiff makes frequent phone calls regarding deposit and donation information and collection calls for outstanding invoices. Plaintiff also uses her cell phone for authentication purposes in order to access all data bases and to clock in and out. The amount of reimbursement Plaintiff has received for her cell phone is minimal compared to her actual usage which is significant. Also, despite receiving some minimal reimbursement for expenses related to working remotely, the amount Plaintiff receives from ASI is also insufficient. Plaintiff's expenses for working remotely include, but are not limited to, Internet, power/electricity and office supplies such as copy paper, post-its, pens and printer ink.

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 or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ *Ricardo R. Ehmann*
Ricardo R. Ehmann, Esq.