

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS E-MAIL:
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WRITERS EXT:
1009

August 3, 2026
CA3808

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Desert Resort Management, Inc.
Online Filing

CT Corporation System
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), 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 Karla Ruiz ("Plaintiff") and all other Aggrieved Employees of Desert Resort Management, Inc. and/or Associa Northern California, Inc., and/or Associa Living, Inc. ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Desert Resort Management, Inc. and/or Associa Northern California, Inc. and/or Associa Living, Inc. in California, including any employees staffed with Desert Resort Management, Inc. and/or Associa Northern California, Inc. and/or Associa Living, Inc. by a third party, and classified as non-exempt employees during the time period of August 3, 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 worked for Defendant as an hourly, non-exempt employee in California from July 14, 2025 to August 25, 2025. Plaintiff was a dispatcher at Tradition Golf Club in La Quinta, California, which is a residential country club that includes restaurants, golf, gym, spa and other upscale lifestyle amenities. Plaintiff monitored video cameras for the country club, coordinated with the security team and dealt with homeowners regarding various issues, such as home alarm issues or placing individuals and/or vendors on the guest list to enter the gated complex. Throughout Plaintiff's employment with Defendant and during the PAGA Period numerous California Labor Codes were violated. For example, pursuant to Labor

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Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant occurred as a result of failing to pay meal and rest break penalties and the failure to pay for all the off the clock work as described below.

Additionally, Plaintiff's meal breaks and rest breaks were periodically missed, late or interrupted by work related issues in violation of Cal. Labor Codes Section 226.7, 512 & 1198. For example, Plaintiff's meal breaks were sometimes taken late. Plaintiff recalls being required to travel around the property with another employee to familiarize herself with the country club and sometimes these trips, which ended after the 5th hour of her shift, caused late meal breaks to occur. Plaintiff's meal breaks were also interrupted from time to time. This would generally occur when homeowners called Plaintiff's office to report an alarm that went off. On these occasions, Plaintiff spent time bypassing the alarm and communicating with patrol teams to verify there was no actual security threat. This was a time sensitive issue that had to be dealt with promptly which caused Plaintiff's meal breaks to be interrupted since there was no coverage and/or staff shortages. It should be noted that Plaintiff took meal breaks in the same location she worked, that is, in front of the video monitors and by the phones. While there was a kitchenette space in the office area, there were no chairs to sit. Plaintiff missed most of her rest breaks while employed by Defendant. It was Plaintiff's belief that Defendant did not think she needed a rest break since she was already sitting as part of her job. Defendant failed to record and pay Plaintiff and other Aggrieved Employees for all the non-compliant meal and rest breaks they suffered during the PAGA Period.

Additionally, Plaintiff and the Aggrieved Employees are hourly paid employees. Therefore, Defendant's wage statements should reflect all appropriate hourly rates during the pay period and the proper regular and overtime wages earned. Defendant failed to provide accurate wage statements to Plaintiff and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff alleges the wage statements were inaccurate because, for example, they did not include all actual time worked, such as the time Plaintiff spent working off the clock during her meal breaks. This includes time spent dealing with homeowners calling the office about alarms going off and other issues, such as homeowners requesting that vendors and/or guests be added to the security list for purposes of entering the gated country club community. All of this work done off the clock resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198.

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. Plaintiff used her cell phone for work-related purposes but was not reimbursed the

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reasonable expenses she incurred. For example, Plaintiff was required to download an application on her cell phone to review benefits and her schedule.

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

Respectfully,

/s/ Ricardo Ehmann

Ricardo R. Ehmann, Esq.

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Employees with their wages. The violations by Defendant occurred as a result of failing to pay meal and rest break penalties and the failure to pay for all the off the clock work as described below.

Additionally, Plaintiff's meal breaks and rest breaks were periodically missed, late or interrupted by work related issues in violation of Cal. Labor Codes Section 226.7, 512 & 1198. For example, Plaintiff's meal breaks were sometimes taken late. Plaintiff recalls being required to travel around the property with another employee to familiarize herself with the country club and sometimes these trips, which ended after the 5th hour of her shift, caused late meal breaks to occur. Plaintiff's meal breaks were also interrupted from time to time. This would generally occur when homeowners called Plaintiff's office to report an alarm that went off. On these occasions, Plaintiff spent time bypassing the alarm and communicating with patrol teams to verify there was no actual security threat. This was a time sensitive issue that had to be dealt with promptly which caused Plaintiff's meal breaks to be interrupted since there was no coverage and/or staff shortages. It should be noted that Plaintiff took meal breaks in the same location she worked, that is, in front of the video monitors and by the phones. While there was a kitchenette space in the office area, there were no chairs to sit. Plaintiff missed most of her rest breaks while employed by Defendant. It was Plaintiff's belief that Defendant did not think she needed a rest break since she was already sitting as part of her job. Defendant failed to record and pay Plaintiff and other Aggrieved Employees for all the non-compliant meal and rest breaks they suffered during the PAGA Period.

Additionally, Plaintiff and the Aggrieved Employees are hourly paid employees. Therefore, Defendant's wage statements should reflect all appropriate hourly rates during the pay period and the proper regular and overtime wages earned. Defendant failed to provide accurate wage statements to Plaintiff and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff alleges the wage statements were inaccurate because, for example, they did not include all actual time worked, such as the time Plaintiff spent working off the clock during her meal breaks. This includes time spent dealing with homeowners calling the office about alarms going off and other issues, such as homeowners requesting that vendors and/or guests be added to the security list for purposes of entering the gated country club community. All of this work done off the clock resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198.

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. Plaintiff used her cell phone for work-related purposes but was not reimbursed the reasonable expenses she incurred. For example, Plaintiff was required to download an application on her cell phone to review benefits and her schedule.

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