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February 26, 2025

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

The Anti-Recidivism Coalition
1320 East 7th Sreet, Ste 260
Los Angeles, CA 90021
Defendant certified mail # 7022 1670 0001 4770 9447

VIA CERTIFIED MAIL

Agent for Service of Process
Samuel Lewis
1320 East 7th Sreet, Ste 260
Los Angeles, CA 90021
Agent certified mail # 7022 1670 0001 4770 9447

VIA CERTIFIED MAIL

Anti-Recidivism Coalition
1320 East 7th Sreet, Ste 260
Los Angeles, CA 90021
Defendant certified mail # 7022 1670 0001 4770 9447

VIA CERTIFIED MAIL

Anti Recidivism Coalition
1320 East 7th Sreet, Ste 260
Los Angeles, CA 90021
Defendant certified mail # 7022 1670 0001 4770 9447

VIA CERTIFIED MAIL

Anti Recidivism Coalition
1301 Las Virgenes Rd
Calabasas, CA 91302
Defendant certified mail # 7022 1670 0001 4770 9430

Re: ***Heather Pearlanne Moore v. The Anti-Recidivism Coalition, Anti-Recidivism Coalition, Anti Recidivism Coalition – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Heather Pearlanne Moore (“Plaintiff”), a former California employee of The Anti-Recidivism Coalition, Anti-Recidivism Coalition, Anti Recidivism Coalition (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants in or around January of 2023. While working for Defendant as a Youth Development Life Coach, Plaintiff was earning (\$24.04) dollars per hour.

Plaintiff and Defendant’s California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant’s California employees were forced to continue working through their meal and rest breaks in order to assist Defendant’s needs. Because of this, Plaintiff and Defendant’s California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour’s pay for each missed meal and rest break to Plaintiff and Defendant’s California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff and Defendant’s California employees were required to work off the clock for Defendant. Defendant routinely made Plaintiff and its California employees undergo a COVID-19 screening process prior to the start of their scheduled shifts. When Plaintiff would arrive, she was not allowed to clock-in for the day until she passed a medical examination to screen Plaintiff for symptoms of COVID-19. The time spent waiting in these COVID-19 screening lines, nasal swab test, temperature check, undergoing the COVID-19 screening itself, and the time between completing the COVID-19 screening took Plaintiff on the average of 1 minute to complete. Defendant routinely made Plaintiff and its California employees undergo a COVID-19 screening process prior to the start of their scheduled shifts. It took Plaintiff on the average of 1 hour to complete this test. Plaintiff and Defendant’s California employees were asked to perform tasks prior to clocking in, without being compensated for it. It took Plaintiff on the average of 30 minutes to 2 hours to complete these tasks. Plaintiff and Defendant’s California employees were instructed to work approximately 30 minutes to 2 hours after they had clocked out to finish their assignments. Moreover, Plaintiff and Defendant’s California employees were asked to call Defendant to see if

they were on the schedule, without being compensated for it. Plaintiff and Defendant's California employees were also required to use their personal cell phone for work-related activities while off the clock, such as texting/calling supervisor/boss, texting/calling co-workers, texting/calling youths/cleints, texting/calling outside organizations, and checking emails, without being compensated for it. It took Plaintiff on the average of 3 hours per day to complete these tasks. Defendant did not compensate Plaintiff and Defendant's California employees if these tasks were completed outside of her regular work hours. These excess hours were not recorded on our client's and Defendant's California employees wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Plaintiff, on behalf of herself and all other California employees of Defendant claims that Defendant has failed to pay all overtime wages due to non-exempt employees. Defendant pays their employees bonuses and commissions which are not included in the employees regular rate of pay for the purposes of computing the proper overtime rate. As a result, employees are not properly compensated for work performed in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, and 1194.2.

Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Plaintiff and Defendant's California employees claim that Defendant engaged in "time-shaving." This essentially means that the Defendant underpaid Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section 1194(a).

Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Plaintiff and the California employees wage statements' failed to accurately state the name and address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. Since the wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff's worked hours, due to the time-shaving. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records and required by §1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendants paid her and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b) and 201.3.

Defendants failed to reimburse Plaintiff and Defendant's California employees for the equipment they purchased to perform work for Defendants such as personal computer. Defendant also failed to reimburse Plaintiff and Defendant's California employees for their parking pass, buying meals for the youth/clients. Defendant failed to reimburse its California employees for using their personal cell phones and home internet for the benefit of Defendant. Defendant failed to reimburse Plaintiff and Defendant's California employees for the mileage they incurred performing certain tasks or running errands on behalf of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by

the employee in direct consequence of the discharge of his or her duties.” As such, Plaintiff and Defendant’s California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

Labor Code § 432.5 provides that no employer shall require any employee to agree, in writing, to any term or condition which is known by the employer to be prohibited by law. Here, Defendant requires, as a condition of employment, that Plaintiff and other aggrieved employees sign an agreement which includes numerous supplemental terms that are prohibited by law, including but not limited to the following:

- a. employees agree to indemnify and hold harmless Defendant from any and all liability, loss, damages, attorneys’ fees, or expenses which may be caused by an employee’s negligence, willful actions, omissions or failure to perform the Assignment and/or an employee’s obligations under this Agreement.
- b. to the extent permitted by law, employees, on their own behalf and on behalf of anyone claiming by or through them, waive any and all rights they have, or may have, to claim or assert a claim, suit, action or demand of any kind, nature or description, including without limitation, claims, suits, actions or demands for personal injury or death whether arising in tort, contract or otherwise, against Client or Client’s customers, agents, officers, directors, or employees, resulting from or arising directly or indirectly out of an employee’s employment with Defendant, except as to any claims the employee assign to Defendant under this Agreement. An employee recognizes and agrees that Defendant provides workers’ compensation coverage for such things as on the-job injuries or occupational diseases incurred while on Assignment for Defendant, and to the extent permitted by law, an employee agrees to look solely to Defendant and/or its insurer for damages and/or expenses for any such claims, suits, actions, or demands relating to bodily injury, illness, or death incurred while on Assignment. In furtherance of the foregoing and in recognition that any work related injuries which might be sustained by an employee are covered by state Workers’ Compensation statutes, and to avoid the circumvention of such state statutes which may result from suits against the Client based on the same injury or injuries, and to the extent permitted by law, employees hereby waive and forever release any rights they might have to make claims or bring suit against the Client for damages based upon injuries which are covered under such Workers’ Compensation statutes. Employees agree to notify Defendant if they believe that there are any unsafe Conditions at the Client worksite or facility.

c. to the extent permitted by law, you agree that in the event of any dispute or claims: (a) arising out of or relating in any way to your employment or relationship with Defendant; or (b) seeking to enforce the obligations contained in this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and all costs relating to the dispute or claims and any process through which such a dispute or claims may be resolved.

Provisions of Defendant's agreement, as described above, that Plaintiff and all aggrieved employees were required to sign as a condition of employment, explicitly violate several provisions of California law and public policy. As such, Plaintiff is an aggrieved employee and Defendant has violated Labor Code § 432.5 with respect to Plaintiff and all aggrieved employees.

Defendants failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in black ink, appearing to be 'Roman Otkupman', is written over a horizontal line.

ROMAN OTKUPMAN