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February 25, 2025

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

Westside Community Mental Health Center
1153 Oak St.
San Francisco, CA 94117
Certified mail # 9589 0710 5270 2373 3687 77

VIA CERTIFIED MAIL

Agent for Service of Process
Danielle Oncken
1153 Oak St.
San Francisco, CA 94117
Certified mail # 9589 0710 5270 2373 3687 77

VIA CERTIFIED MAIL

Westside Community Services
1153 Oak St.
San Francisco, CA 94117
Certified mail # 9589 0710 5270 2373 3687 77

VIA CERTIFIED MAIL

Westside Community Mental Health Center, Inc.
1153 Oak St.
San Francisco, CA 94117
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VIA CERTIFIED MAIL

Westside Community Services
245 11th St.
San Francisco, CA 94103
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Westside Community Mental Health Center, Inc.
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VIA CERTIFIED MAIL

Westside Community Services
509 Minna St.
San Francisco, CA 94103
Certified mail # 9589 0710 5270 2373 3687 60

Re: ***Anthony Ross v. Westside Community Mental Health Center, Westside Community Mental Health Center, Inc., Westside Community Services – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Anthony Ross (“Plaintiff”), a former California employee of Community Mental Health Center, Westside Community Mental Health Center, Inc., Westside Community Services (“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 worked for Defendant in Northern 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 on or about September 18, 2023. While working for Defendant as a Monitor, Plaintiff was earning (\$24.03) 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. Plaintiff and Defendant’s California employees were required to work off the clock on the weekend to attend a mandatory team meeting. It took Plaintiff on the average of 2 hours to complete these tasks. Moreover, Defendants routinely made Plaintiff and its California employees wait in line for the time clocks to become available. The time spent waiting in line took Plaintiff on the average of 5 minutes to complete. 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 15-20 minutes to complete these tasks. Plaintiff and Defendant’s California employees were instructed

to work approximately 45 minutes after they had clocked out to finish their assignments. 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, without being compensated for it. It took Plaintiff on the average of 3 hours to complete these tasks. Defendant did not compensate Plaintiff and Defendant's California employees if these tasks were completed outside of his 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.

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), and 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. 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 as 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 him 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.

Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit 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.

Plaintiff further alleges that Defendant failed to comply with Labor Code § 1024.5(a), which states an employer or prospective employer shall not use a consumer credit report for employment purposes unless the position of the person for whom the report is sought is any of the following: 1) a managerial position, 2) a position in the state Department of Justice, 3) that a sworn peace officer or other law enforcement position, 4) a position for which the information contained in the report is required by law to be disclosed or obtained, 5) a position that involved regular access, for any purpose other than the routine solicitation and processing of credit card applications in a retail establishment, to all of the following types of information of any person: a bank or credit card account information, social security number, date of birth, 6) a position in which the person is, or would be, any of the following: a named signatory on the bank or credit card account of the employer, authorized to transfer money on behalf of the employer, authorized to enter into financial contracts on behalf of the employer, 7) a position that involved access to confidential or proprietary information, including a formula, pattern, compilation program, device, method technique, process or trade secret that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who may obtain economic value from the disclosure or use of the information, 8) a position that involves regular access to cash totaling ten thousand dollars (\$10,000) or more of the employer, a customer, or client, during the workday. Defendant violated Labor Code § 1024.5(a) because Plaintiff and Defendant's California employees did not regularly deal with cash totaling at least \$10,000 per a day at work, and they did not have regular access to bank or credit card account information, social security numbers or dates of birth.

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.

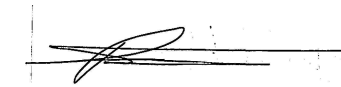
We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

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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