



H A U L K & H E R R E R A L L P

Attorneys at Law

Matthew A. Haulk, Esq.
mhaulk@hhemploymentlaw.com
Jose M. Herrera, Esq.
jherrera@hhemploymentlaw.com

100 Pine Street, Suite 1250
San Francisco, CA 94111-5235
Telephone: 415.745.3219
www.hhemploymentlaw.com

April 18, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Paytn Edwards (“**Plaintiff**”) with respect to Plaintiff’s claims against Community Forward San Francisco (“**Defendant**” or “**CFSF**”).

The purpose of this letter is to comply with Labor Code section 2699.3, which requires an aggrieved employee to notify their employer and the Labor & Workforce Development Agency (“**LWDA**”) of the provisions of the Labor Code that the employer has allegedly violated before filing a civil claim under California’s Labor Code Private Attorneys General Act (“**PAGA**”).

As used herein, the term “**Aggrieved Employees**” refers to Plaintiff and to all current and former employees of Defendant who have worked for Defendant in the State of California. Plaintiff has suffered each of the Labor Code and Wage Order violations asserted herein.

SUMMARY OF FACTS

Plaintiff, Paytn Edwards, was employed by Defendant, Community Forward San Francisco (CFSF), in the position of Case Manager from February 14, 2025 to March 7, 2025.

On or about February 14, 2025, Plaintiff was presented with a "benefits waiver form" during the onboarding process. The form was presented as a requirement for enrollment in the company’s benefits program. Plaintiff raised concerns about the legality of the waiver form and questioned its implications. Despite these concerns, Plaintiff was still required to complete the form to receive company benefits, in violation of Plaintiff’s rights under California Labor Code Section 432.6.



Throughout Plaintiff's employment, Defendant engaged in a pattern and practice of failing to compensate Plaintiff and other similarly situated employees for all hours worked. Plaintiff was often required to work beyond their regular shift without being paid for overtime. On numerous occasions, Plaintiff worked in excess of eight hours in a single day and/or forty hours in a workweek, but Defendant failed to compensate Plaintiff at the legally required overtime rate of one and a half times their regular rate of pay, as required by Labor Code Section 510.

Defendant also regularly failed to provide Plaintiff with timely meal and rest breaks. Plaintiff, along with other similarly situated employees, routinely experienced delays in taking their meal and rest breaks, which were not provided within the required timeframes under California law. Specifically, meal breaks were often delayed past the five-hour mark, and rest breaks were provided late or skipped entirely. As a result of these delays and omissions, Plaintiff and other employees were denied their rightful meal and rest breaks, entitling them to additional compensation under Labor Code Section 226.7.

Additionally, Defendant failed to provide Plaintiff and other employees with accurate and itemized wage statements as required by Labor Code Section 226. These inaccuracies included omissions of regular hours worked, overtime hours, and appropriate pay rates, preventing employees from fully understanding the compensation owed to them.

Plaintiff also sought to raise issues regarding safety, including concerns about workplace injuries and conditions. Following these complaints, Plaintiff experienced retaliation, including negative performance evaluations and threats of disciplinary action. These actions were in direct retaliation for exercising their right to report workplace safety issues, in violation of Labor Code Section 1102.5.

Plaintiff was also required to use their personal vehicle for work-related tasks without being reimbursed for mileage and other necessary expenses, in violation of Labor Code Section 2802, which mandates that employers reimburse employees for necessary business expenses.

SUMMARY OF CLAIMS

Plaintiff alleges that Defendant engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Defendant has violated California's wage and hour laws by:

a) **Unpaid Wages:** Failing to pay Aggrieved Employees for all hours worked (including overtime), in violation of the applicable Wage Order and Labor Code sections 204, 510, 1194 et seq.



b) **Meal/Rest Breaks (Failure to Provide)**: Failing to permit Aggrieved Employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order.

c) **Meal/Rest Breaks (Failure to Pay Premium Pay)**: Failing to pay premium pay to Aggrieved Employees for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512.

d) **Failure to Pay Wages (Intervals)**: Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal and rest breaks), to Aggrieved Employees at least twice a month in violation of Labor Code section 204.

e) **Wage Statement Violations**: Failing to maintain and furnish to Aggrieved Employees accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3.

f) **Waiting Time Penalties**: Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation to Aggrieved Employees in violation of Labor Code sections 201, 202, 203, 206, and 227.3.

g) **Failure to Reimburse**: Failing to reimburse Aggrieved Employees for business expenses in violation of Labor Code section 2802.

h) **Failure to Maintain Accurate Employment Records**: Failing to maintain accurate records of hours worked, meal and rest breaks, and overtime, as required by Labor Code Section 1174(a).

i) **Retaliation**: Retaliating against Aggrieved Employees for disclosing legal violations in violation of Labor Code Section 1102.5.

j) **Waiver of Rights**: Requiring Aggrieved Employees to sign a "benefits waiver form" that violated employee rights under California Labor Code Section 432.6.

k) **Violation of IWC Wage Order**: As set forth above, Plaintiff's violations of the Labor Code are also violations of the applicable IWC Wage Order, including those Paragraphs



Page 4 of 4

identified as “Hours and Days of Work,” “Minimum Wages,” “Reporting Time Pay,” “Records,” “Meal Periods,” and “Rest Periods.”

Plaintiff has suffered the violations alleged herein. This notice is based on the facts currently known to Plaintiff and is made without prejudice to Plaintiff’s right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.

Please advise this office within 60 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: Community Forward San Francisco *via Certified Mail/Return Receipt Requested*