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May 16, 2025

Via Electronic Submission

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: **Garden of Palms LA, LLC; Dehoven Healthcare, LLC; Savant Senior Living, LLC; and Savant Senior Living Management LLC**
Notice of Labor Code Violations pursuant to Labor Code § 2699.3(a)(1)

Dear Sir or Madam:

This letter shall constitute the required written notification under Labor Code § 2699.3(a)(1) that our client, Ms. Tresan Ferguson, alleges that her former employers Garden of Palms LA, LLC, Dehoven Healthcare, LLC, Savant Senior Living, LLC, and Savant Senior Living Management, LLC (collectively, “Garden of Palms”) have violated various provisions of the California Labor Code.

Specifically, Ms. Ferguson contends that Garden of Palms has engaged in the following unlawful employment practices:

1. **Failure to pay Ms. Ferguson and other aggrieved employees all minimum and overtime wages owed to them in violation of California Labor Code §§ 510, 1194, and 1198.**

Ms. Ferguson was employed by Garden of Palms as a non-exempt, hourly-paid employee from approximately December 1, 2022 to approximately June 2024. Ms. Ferguson’s job duties included providing medical assistance to residents and supporting facility upkeep.

Garden of Palms did not pay Ms. Ferguson and other aggrieved employees for all regular, overtime, and double time hours worked at the appropriate hourly rate. Employees are routinely paid for less than their actual hours worked and not paid for hours worked while off the clock, such as work done before shifts and during their meal breaks. Instead, Ms. Ferguson and other aggrieved employees were paid for their scheduled shifts only.

2. **Failure to provide Ms. Ferguson and other aggrieved employees with compliant meal breaks or pay premium compensation in lieu thereof, in violation of California Labor Code §§ 226.7 and 512.**

Garden of Palms does not provide employees with an uninterrupted, duty-free meal break of at least 30 minutes for every 5 hours of work. Due to chronic understaffing and heavy workload, Ms. Ferguson and other employees routinely missed their meal breaks, took late or short meal breaks, and/or had their meal breaks interrupted by work. Employees regularly reported that their meal breaks were compliant even when they were not, because Garden of Palms disciplined employees if their time records did not reflect that breaks were compliant. Garden of Palms failed to pay meal break premiums when employees were not provided with compliant meal breaks.

3. **Failure to provide Ms. Ferguson and other aggrieved employees with compliant rest breaks or pay premium compensation in lieu thereof, in violation of California Labor Code § 226.7.**

Garden of Palms did not provide employees with a 10-minute rest period for every 4 hours worked or major fraction thereof for the same reasons set forth above in paragraph 2 herein regarding meal breaks. Garden of Palms failed to pay rest break premiums when employees were not provided with compliant rest breaks.

4. **Failure to provide Ms. Ferguson and other aggrieved employees with accurate, itemized wage statements, in violation of California Labor Code § 226.**

The wage statements provided by Garden of Palms fail to accurately reflect employees' hours worked and applicable hourly rates as a result of the failure to pay regular wages, overtime wages, double time wages, and meal and rest break premium wages as described herein.

5. **Failure to timely pay all wages owed to Ms. Ferguson and other aggrieved employees at the time of termination or resignation, in violation of California Labor Code §§ 201 – 203.**

Garden of Palms has failed to pay Ms. Ferguson and other aggrieved employees the unpaid regular wages, overtime wages, double time wages, and meal and rest break premium wages described herein upon the separation of their employment.

6. **Failure to provide Ms. Ferguson and other aggrieved employees with all wages owed during their employment, in violation of California Labor Code § 204.**

Garden of Palms has failed to pay Ms. Ferguson and other aggrieved employees the unpaid regular wages, overtime wages, double time wages, and meal and rest break premium wages described herein in a timely manner during their employment.

7. **Violation of California Labor Code §§ 558 and 558.1, as a consequence of the violations described herein.**

Labor Code § 558 provides that an employer or person acting on behalf of an employer who violates (or causes to be violated) a provision of Labor Code §§ 500 through 558, or a provision of the IWC Wage Orders regarding hours and days of work, is liable for civil penalties of \$50 to \$100 per pay period to each underpaid employee, in addition to other civil penalties provided for by law.

Labor Code § 558.1 provides that an employer or person acting on behalf of an employer who violates (or causes to be violated) a provision of Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802 may be held liable as the employer for such violation.

As set forth herein, Garden of Palms has violated California Labor Code §§ 203, 226, 226.7, 510, 512, 1194, and IWC Wage Order 4-2001, and is thus liable for penalties under Labor Code § 558.

Please advise within the required time period whether or not the Labor and Workforce Development Agency intends to investigate these alleged violations. If no such notice is received within 65 calendar days of the date of this letter, Ms. Ferguson will proceed with a civil action for penalties pursuant to Labor Code § 2699.

Thank you for your prompt attention to this request.

Sincerely Yours,

A handwritten signature in blue ink, appearing to read "Ronald H. Bae", is written over a horizontal line.

Ronald H. Bae

cc: Garden of Palms LA, LLC
Attn: General Counsel
4221 Wilshire Blvd., Ste 482
Los Angeles, CA 90010

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Attn: PAGA Administrator
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Los Angeles, CA 90010

Savant Senior Living, LLC
Attn: General Counsel
8202 Florence Ave., Suite 200
Downey, CA 90240

Savant Senior Living Management LLC
Attn: General Counsel
8202 Florence Ave., Suite 200
Downey, CA 90240

Via Certified Mail