Leonard Emma
lemma@employment-lawyers.com

May 6, 2025

VIA ONLINE SUBMISSION

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAfilings@dir.ca.gov

VIA CERTIFIED MAIL

San Joaquin Valley College, Inc.
c/o C T Corporation System – Agent for Service of Process
330 N Brand Blvd.
Glendale, CA 91203

San Joaquin Valley College A Corporation
3828 West Caldwell Avenue
Visalia, CA 93277

Re: *New PAGA Claim Notice*

Dear Sir or Madam:

This correspondence shall serve as notice to both the California Labor and Workforce Development Agency, and employer San Joaquin Valley College, Inc. ("Employer"), that Plaintiff Symphony Polk ("Plaintiff") is seeking civil penalties pursuant to California Labor Code § 2698 *et seq.*, the Private Attorney General Act of 2004 ("PAGA"), against Employer. Plaintiff seeks these penalties on behalf of herself and on behalf of other similarly aggrieved employees ("Aggrieved Employees") based on Plaintiff's understanding that Employer's other employees were also subject to the violations described herein.

The purpose of this letter is to set forth the "facts and theories" to support each of the causes of action alleged by Plaintiff. Please notify us if you intend to investigate any or all of the claims alleged herein. Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to, the following: all non-exempt employees who have, or continue to, work for Employer in California from one year prior to the date of this letter until Plaintiff's causes of action are resolved.

The PAGA allows individual employees to recover penalties that would normally go to the State for an employer's violations of the California Labor Code. Plaintiff seeks to enforce such penalties for violations against herself and all other Aggrieved Employees. Plaintiff is seeking the recovery of attorneys' fees to the extent permitted by California Labor Code § 2698 *et seq*. Specifically, Plaintiff alleges that Employer violated several California Labor Code sections, as detailed herein. As such, Plaintiff alleges that Employer owes penalties pursuant to the provisions described herein and PAGA. Plaintiff also intends to seek injunctive relief against Employer to prevent future violations pursuant to California Labor Code § 2699.

During all times relevant to this Notice, Plaintiff primarily worked for Employer as a financial services advisor. Employer was and is a business entity doing business in the State of California.

Plaintiff alleges that Employer violated the provisions detailed herein, and seeks to enforce civil penalties against Employer for these violations. The PAGA allows a private individual to recover civil penalties previously only recoverable by the State. Although some of the California Labor Code provisions referenced herein do not themselves provide the amount of any penalty, the PAGA states that for all provisions of the California Labor Code for which no civil penalty is established, including but not limited to the provisions referenced herein, the penalty shall be one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation. Accordingly, these are the penalties that Plaintiff seeks to enforce to the extent civil penalties are not already provided for in the California Labor Code. If the California Labor Code already provides penalties for particular violations, Plaintiff seeks those penalties.

In accordance with the notice and exhaustion procedures required under the PAGA, facts are described herein to support Plaintiff's allegation that Employer violated several provisions of the Labor Code, including but not necessarily limited to those cited herein.

MEAL AND REST PERIOD CLAIMS

Employer failed to provide and refused to authorize and/or permit Plaintiff and other Aggrieved Employees to take legally compliant meal and rest periods. Employer did not consistently provide meal and rest periods because business needs took precedence, routinely interfering with what should be break periods. If Plaintiff and other Aggrieved Employees failed to address business needs at any time, including during breaks, they were subject to discipline. Plaintiff and other Aggrieved Employees routinely worked through meal and rest periods. In addition, Plaintiff and other Aggrieved Employees were regularly required to take meal periods late. Even when Plaintiff and other Aggrieved Employees received a break, it was not for the proper duration or within the time limits prescribed under California law. Employer did not accurately track the time that Plaintiff and Aggrieved Employees actually spent on their meal periods and would add meal periods if one was missing from their time records. In fact, Employer would regularly add meal periods to Plaintiff's and Aggrieved Employees' time records despite them not taking such meal periods or taking meal periods for a shorter duration than reflected on their time records. Plaintiff is informed and believes and thereon alleges that Employer is aware that Plaintiff and other Aggrieved Employees do not consistently receive the meal and rest periods to which they are entitled. Accordingly, Employer violated Labor Code §§ 226.7, 512, 558, 1198, in addition to provisions of the applicable Industrial Welfare Commission Wage Orders.

OVERTIME AND MINIMUM WAGE CLAIMS

Throughout Plaintiff's employment with Employer, Plaintiff and other Aggrieved Employees were non-exempt hourly employees, and were eligible for overtime and were required to be paid at least the minimum wage for all hours that they worked. Plaintiff and other Aggrieved Employees were not provided proper overtime for work in excess of 8 hours per day or 40 hours in a week. In addition, Plaintiff and other Aggrieved Employees were regularly required to work through their meal periods and work off the clock. Despite Plaintiff and other Aggrieved Employees routinely working through their meal periods and off the clock, Employer failed to take into account Plaintiff's and other Aggrieved Employees' time spent working during their meal periods or off the clock and the times that they actually started and ended their shifts (including by adding meal periods to Plaintiff's and Aggrieved Employees' time records to the detriment of Plaintiff and Aggrieved Employees or by not allowing Plaintiff and Aggrieved Employees to clock in when they actually started working or clock out only after they stopped working), creating a situation where Employer failed to properly compensate Plaintiff and other Aggrieved Employees for all overtime hours worked and failed to pay Plaintiff and other Aggrieved Employees at least the legal minimum wage for all hours that worked. In addition, Employer failed to properly calculate the regular rate of pay. Employer did not pay the applicable overtime rates for all hours worked over eight in one day or forty in one week and failed to pay the applicable minimum wage for all hours worked. In addition, Employer did not pay the applicable overtime rate for hours worked in excess of twelve hours per day or after eight hours on any seventh consecutive day of work during a workweek. Accordingly, Employer violated Labor Code §§ 200-204, 210, 216, 223, 225.5, 226, 500, 510, 558, 1174, 1174.5, 1194, 1197, and 1198, in addition to provisions of the applicable Industrial Welfare Commission Wage Orders.

OFF THE CLOCK CLAIMS

Due to Employer's failure to compensate Plaintiff and Aggrieved Employees for the time they spent working through meal breaks, on the time they spent on pre and post shift tasks despite Employer impermissibly rounding their clock-in and clock-out times, and performing other job duties off the clock at the direction of Employer, Employer failed to pay Plaintiff and other Aggrieved Employees for all hours worked.

Accordingly, Employer violated Labor Code §§ 200-204, 210, 216, 223, 225.5, 226, 500, 510, 558, 1174, 1174.5, 1194, 1197, and 1198, in addition to provisions of the applicable Industrial Welfare Commission Wage Orders.

INACCURATE TIME RECORDS CLAIMS

Employer failed to accurately record the hours that Plaintiff and other Aggrieved Employees spent working because Employer failed to accurately record the time that Plaintiff and other Aggrieved Employees spent working through their breaks, on the time they spent on pre and post shift tasks, and performing other job duties off the clock at the direction of Employer. The time records, if any, maintained by Employer are wholly inaccurate, as they do not reflect the actual hours that Plaintiff and Aggrieved Employees actually spent working. Thus, Employer's records are inaccurate with respect to the number of hours worked, and, correspondingly, the amount of wages owed to and/or paid to employees. Accordingly, Employer violated Labor Code §§ 1174 and 1174.5.

INACCURATE WAGE STATEMENT CLAIMS

Employer failed to properly maintain accurate time records and failed to provide accurate payroll records. Labor Code § 226(a) requires that wage statements display the "(1) gross wages earned, (2) total hours worked by the employee, except as provided in [Cal. Labor Code § 226(j)], (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. . . ." For instance, Employer failed to pay Plaintiff and other Aggrieved Employees for all hours worked and failed to pay meal and rest period premium payments for missed meal and rest periods making their wage statements inaccurate. Employer wage statements failed to identify the overtime hours that Plaintiff and other Aggrieved Employees worked. Accordingly, Employer violated Labor Code § 226 in addition to provisions of the applicable Industrial Welfare Commission Wage Orders and is subject to a two hundred fifty dollar ($250) civil penalty per pay period per impacted employee pursuant to Labor Code § 226.3.

FAILURE TO REIMBURSE BUSINESS EXPENSES CLAIMS

Employer failed to reimburse and indemnify Plaintiff and other Aggrieved Employees for required business expenses incurred by them in the discharge of their duties for Employer, including, among other things, for use of their personal cellular telephones for work related purposes. Accordingly, Employer violated Labor Code § 2802.

FINAL WAGES CLAIMS

Employer failed to implement a policy and practice of paying Plaintiff and other Aggrieved Employees all accrued wages and other compensation due immediately upon termination or within seventy-two hours of resignation, as required by the California Labor Code. As a result, Plaintiff and other Aggrieved Employees were not paid all compensation due immediately upon termination or within seventy-two hours of resignation, as required by the California Labor Code. Accordingly, Employer violated Labor Code §§ 200-205, in addition to provisions of the applicable Industrial Welfare Commission Wage Orders.

Respectfully Submitted,

Leonard Emma