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September 30, 2025

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Attn.: PAGA Administrator
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th FL.
San Francisco, CA 94102

Re: **Michael Aragon adv. Orange County Rescue Mission, Inc., et al.**
K&A Client: Michael Aragon
K&A File No.: 9501.0048
Subject: **Notice of Representative Action Pursuant to the Private Attorneys General act of 2004**

To Whom It May Concern:

This office represents Michael Aragon ("Mr. Aragon" or "Plaintiff"). Pursuant to Labor Code sections 2698, *et seq*. and the Private Attorneys General Act of 2004 ("the Act"), we are providing written notice that Mr. Aragon's former employer, Orange County Rescue Mission, Inc. ("OC Rescue Mission") and any and all related entities (collectively referred to as "Defendants") are in violation of various provisions of the California Labor Code, including provisions that impose civil penalties.

Plaintiff and other aggrieved employees intend to avail themselves of the protections of the Act. Accordingly, this correspondence will serve to satisfy the notice requirement of the Act pursuant to Labor Code section 2699.3(a).

STATEMENT OF FACTS

Plaintiff was employed by Defendants from on or about December 23, 2024, through on or about August 13, 2025. At all times throughout Plaintiff's employment with Defendants, Defendants classified Plaintiff, albeit improperly, as an exempt employee and thereby failed to pay Plaintiff for overtime hours worked and failed to provide meal and rest periods, among other violations.

Plaintiff was employed as a Parent and Child Enrichment Center K-12 Manager, but his primary duties were routine and clerical in nature. His responsibilities centered on communicating with the parent residents of OC Rescue Mission, being the contact point between the children, parents and schools. Further, Plaintiff acted in a transporting children residents from OC Rescue Mission to and from school, church, and other social events. Plaintiff was not responsible for hiring, firing, or meaningfully supervising employees. On the rare occasions he oversaw others, it was limited to coordinating a small group of student volunteers—typically about five (5)—and oversaw no more than two (2) actual employees at any given time. Any autonomy Plaintiff had in carrying out daily tasks was significantly constrained, as he was required to seek approval from his direct supervisor for decisions outside of routine logistics. Plaintiff's work did not involve the consistent exercise of discretion or independent judgment on matters of significance, as required under California law to qualify for an executive exemption. Accordingly, Plaintiff was misclassified as an exempt employee and was unlawfully denied overtime pay and other protections guaranteed by the California Labor Code.

Taking advantage of Plaintiff's misclassified exempt status, Defendants failed to give or provide an opportunity for him to take a timely, uninterrupted, and off-duty meal period. Despite having a direct supervisor he would report to, he was never informed about the meal period policy. Instead, Plaintiff would try to take a "lunch" around 12:00 p.m. but would not always receive one. Despite these noncompliant meal periods, Defendant never compensated Plaintiff with a meal period premium of one (1) hours' worth of pay at Plaintiff's regular rate of pay.

Throughout his employment with Defendants, Plaintiff routinely worked more than eight (8) hours per day and more than forty (40) hours per week. In addition to Plaintiff's scheduled hours of Mondays through Fridays from 7:00 a.m. to 4:00 p.m., Defendants would contact Plaintiff over the weekends to complete more tasks. However, as Defendants' own wage statements for Plaintiff show, Defendants failed to compensate Plaintiff for any of the overtime wages he is entitled to.

Plaintiff was required to use his phone while on the job in order to communicate with his direct supervisor, the youth pastor, and the parents to coordinate when and how the parents' children would be picked up and dropped off. Further, Plaintiff was required to use his phone to email a weekly and/or monthly schedule out to student volunteers and employees. As mentioned earlier, Defendants would also contact Plaintiff over the weekends, specifically by calling and emailing. However, as Defendants' own wage statements for Plaintiff show, Defendants failed to reimburse Plaintiff for his phone use until on or around June of 2025.

As a result of the above, Defendants failed to pay all wages including overtime wages, failed to timely pay wages, failed to maintain accurate records, failed to pay all wages due and payable at separation of employment, and failed to provide accurate itemized wage statements for Plaintiff and aggrieved employees showing proper gross and/or net wages earned, total hours worked, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each respective hourly rate, among other things.

Upon information and belief, all current and/or former misclassified exempt employees and non-exempt employees of Defendants are aggrieved employees as defined under California Labor Code section 2699(c). Upon information and belief, each of the aggrieved employees were/are subject to similar, if not the same, violations as Mr. Aragon.

Therefore, Plaintiff hereby provides notice that they intend to seek civil penalties, in a representative capacity on behalf of all such aggrieved employees for the violations applicable to them.

LABOR CODE VIOLATIONS

Defendants are in violation of the following Labor Code provisions:

1. Labor Code §§ 510, 1194, and 1198 (Failure to Pay Overtime Wages);
2. Labor Code §§ 201 and 202 (Failure to Timely Pay Wages);
3. Labor Code §§ 226.7 and 512 (Failure to Provide Meal and Rest Periods);
4. Labor Code § 2802 (Failure to Reimburse for Necessary Expenditures or Losses);
5. Labor Code §§ 1174, 1174.5, and 1175 (Failure to Maintain Accurate Records);
6. Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements);
7. Labor Code §§ 201 and 203 (Failure to Pay All Wages Due and Payable at Separation of Employment); and
8. Labor Code § 558 (Violations of Provisions Regulating Hours and Days of Work).

CONCLUSION

To prevent the above-described violations from occurring and to remedy past violations, Plaintiff, on behalf of all other aggrieved employees, intends to file a complaint against Defendants for these violations based upon the facts and theories set forth herein. Pursuant to Labor Code section 2699.3(a)(1), Plaintiff will serve the same written notice to Defendants by certified mail.

If you have any questions to require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very truly yours,

Kring & Associates, APC

Jeffrey T. Green

(jgreen@kringandassociates.com)
JTG/jh

cc: Orange County Rescue Mission, Inc.
c/o Larry Gwilt, as Registered Agent for Service
1 Hope Dr.
Tustin, CA 92782