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September 24, 2025

Via Certified Mail

Labor & Workforce Development Agency
By electronic submission

Sonoma Recovery Services, LLC d/b/a Olympia House
11207 Valley Ford Road
Petaluma, CA 94952 Defendant mailed certified # 9589 0710 5270 2440 3904 96

Agent for Service of Process for Sonoma Recovery Services, LLC d/b/a Olympia House
Christopher Spaulding
11207 Valley Ford Road
Petaluma, CA 94952 Agent mailed certified # 9589 0710 5270 2440 3905 02

Re: ***Labor Code Violations of Sonoma Recovery Services, LLC d/b/a Olympia House – Compliance Letter of California Labor Code § 2698, the Private Attorneys General Act of 2004***

Dear LWDA:

This office represents Leah Jarvis, a former non-exempt California employee of Sonoma Recovery Services, LLC, doing business as Olympia House ("Defendant"). We write this letter in compliance with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by 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 its other non-exempt California employees ("Aggrieved Employees").

Our client alleges that Defendant failed to properly compute bonuses, commissions, and/or other non-base hourly wages (including shift differential wages) earned by her and other Aggrieved Employees into their regular rate of pay for purposes of paying them meal and rest period premiums, overtime wages, vacation wages, and sick pay wages at the correct rates, in violation of Labor Code §§ 226.7, 227.3, 246, 510, 512, 558, and 1194. Defendant paid our client and other Aggrieved Employees bonuses, commissions, and/or other non-base hourly wages (including shift differential wages) however, Defendant failed to properly blend these forms of pay, and instead paid our client and Aggrieved Employees meal and rest period premiums, overtime wages, vacation wages, and sick pay wages based *only* on the base hourly rate of pay, thus depriving our client and other Aggrieved Employees of all meal and rest period premiums, overtime wages, vacation wages, and sick pay wages earned. This violates Labor Code §§ 226.7, 227.3, 246, 510, 512, 558, and 1194.

Our client alleges that Defendants failed to pay all minimum and overtime wages due during the course of employment, in violation of Labor Code §§ 510, 558, 1194, and 1194.2. Our client and Aggrieved Employees were required to work off-the-clock and without compensation because Defendants did not compensate them for all hours worked—they would be required to undergo mandatory COVID testing outside of work hours. None of this time was compensated even though Defendants are required to pay them since an employer is obligated to pay the wages of an hourly employee for all time that the employee is under the control of the employer, and this includes all the time the employee is suffered or permitted to work, whether or not required to do so. When our client and Aggrieved Employees worked off-the-clock, they were under the control of Defendants and required to be compensated for all hours worked. These instances deprived our client and other Aggrieved Employees of significant hours worked and wages due, and constitute violations of Labor Code §§ 510, 558, 1194, and 1194.2 and IWC Wage Order 5-2001.

Our client alleges that Defendant failed to pay correct premium wages to her and other Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001. Our client and other Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Our client and other Aggrieved Employees were frequently too busy to take a rest period and were also barred from leaving the work premises during rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 5-2001.

Defendant failed to pay correct premium wages to our client and other Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 5-2001. Our client and Aggrieved Employees were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay at the correct rate for each missed first or second meal period. Our client further contends that she and Aggrieved Employees were required to record that they received a meal period regardless of whether they took one or not, thus depriving them of all wages due since they were not paid for all hours worked (and a related claim for failing to maintain accurate records). They were also required to remain on the work premises during their meal periods. These instances violate Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, and 1194.2 and IWC Wage Order 5-2001.

Our client further alleges that Defendant failed to provide her and all other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendant failed to timely pay her and other Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201-203. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-203 and is alleged on behalf of our client and certain Aggrieved Employees no longer employed by Defendant.

The $75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Very truly yours,

GAINES LAW CORPORATION

By : ______________________
EVAN S. GAINES