



1700 W Burbank Boulevard,
Burbank, CA 91506

t | 213.493.6300
d | 213.539.3630
f | 213.336.3704

Fawn@abramsonlabor.com
www.AbramsonLaborGroup.com

October 31, 2025

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Young Men's Christian Association of the East Bay:
Fran Gallati
2111 Martin Luther King Jr. Way
Berkeley, CA 94704

Re: Renee Milton v. Young Men's Christian Association of the East Bay

Dear Labor and Workforce Development Agency and Young Men's Christian Association of the East Bay:

This letter shall serve as Renee Milton's ("Ms. Milton") written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Young Men's Christian Association of the East Bay ("YMCA"), including the facts and theories to support the alleged violations. Ms. Milton intends to seek civil penalties against YMCA under the Private Attorneys General Act of 2004 ("PAGA") on her own behalf and on behalf of all other non-exempt employees currently or formerly employed by YMCA in California during the statutory period ("Aggrieved Employees"). Ms. Milton is informed and believes and based thereon alleges that there are at least 500 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Ms. Milton alleges YMCA violated the following Labor Code provisions: Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198.

Facts and Theories Supporting Each Alleged Violation

Ms. Milton was employed by YMCA in Pleasant Hill, California as a non-exempt teacher's aide from approximately August 2025 to approximately September 2025.

Split Shift Premiums

Throughout the statutory period, YMCA failed to pay Ms. Milton and other Aggrieved Employees split shift premiums owed. Specifically, YMCA required Ms. Milton and other Aggrieved Employees to work shifts that were interrupted by non-paid and non-working time without payment of an additional 1 hour at the applicable state or local minimum wage. As a result, YMCA failed to pay Ms. Milton and other Aggrieved Employees for all split shift premium wages due in violation of Labor Code §§ 558, 1194, 1194.2, 1197, 1197.1, and 1198.

Meal Periods

Throughout the statutory period, YMCA failed to provide Ms. Milton and other Aggrieved

Employees with 30-minute meal periods for every 5 hours worked as required by Labor Code § 512. Ms. Milton and other Aggrieved Employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. YMCA failed to pay Ms. Milton and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a meal period violation. As a result, YMCA failed to provide meal periods and pay meal period premiums in violation of Labor Code §§ 226.7 and 512.

Rest Periods

Throughout the statutory period, YMCA failed to authorize and permit Ms. Milton and other Aggrieved Employees to take 10-minute rest periods for every 4 hours worked or major fraction thereof. Ms. Milton and other Aggrieved Employees were required and/or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during their rest periods, and/or were not relieved of all duties in order to take all rest periods. YMCA failed to pay Ms. Milton and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a rest period violation. As a result, YMCA failed to permit rest periods and pay rest period premiums in violation of Labor Code § 226.7.

Wage Statements

Due to YMCA's wage, meal period, and rest period violations as alleged above, YMCA failed to provide Ms. Milton and other Aggrieved Employees with accurate, itemized wage statements that accurately reported gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226. This failure was knowing and intentional.

Timing of Wage Payments

Due to YMCA's wage, meal period, and rest period violations as alleged above, YMCA failed to pay all wages due during Ms. Milton's and other Aggrieved Employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210. This failure was willful and intentional.

Recordkeeping

Due to YMCA's wage, meal period, and rest period violations as alleged above, YMCA failed to maintain accurate and complete records showing the hours worked each day by Ms. Milton and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

Based on these violations, Ms. Milton seeks civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed and incorporated herein is the class action complaint Ms. Milton will be filing on behalf of herself and all other Aggrieved Employees against YMCA. Ms. Milton intends to amend the complaint to add a cause of action under PAGA 65 days after the date of this notice pursuant to Labor Code § 2699.3(a)(2)(A).

///

///



Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Sincerely,
ABRAMSON LABOR GROUP

A handwritten signature in blue ink, appearing to read "Fawn F. Bekam", written in a cursive style.

Fawn F. Bekam

Enclosure: Class Action Complaint