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October 22, 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 Vista Cove at Rancho Mirage, Inc.:
Floyd Bennett Rhoades
70201 Mirage Cove Drive
Rancho Mirage, CA 92270

Re: Ashley Slater v. Vista Cove at Rancho Mirage, Inc.

Dear Labor and Workforce Development Agency and Vista Cove at Rancho Mirage, Inc.:

This letter shall serve as Ashley Slater's ("Ms. Slater") written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Vista Cove at Rancho Mirage, Inc. ("VCRM"), including the facts and theories to support the alleged violations. Ms. Slater intends to seek civil penalties against VCRM 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 VCRM in California during the statutory period ("Aggrieved Employees"). Ms. Slater is informed and believes and based thereon alleges that there are at least 30 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Ms. Slater alleges VCRM violated the following Labor Code provisions: Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198.

Facts and Theories Supporting Each Alleged Violation

Ms. Slater was employed by VCRM in Rancho Mirage, California as a non-exempt culinary director from approximately June 2025 to approximately July 2025.

Minimum and Overtime Wages

Throughout the statutory period, VCRM failed to pay Ms. Slater and other Aggrieved Employees at least the legal minimum wage and overtime wage for all hours worked due to VCRM's policy and practice of automatically deducting 30 minutes for meal periods regardless of whether a meal period was taken or what length any meal period was. As a result, VCRM failed to pay Ms. Slater and other Aggrieved Employees for all minimum, straight time, and overtime wages due in violation of Labor Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198.

Meal Periods

Throughout the statutory period, VCRM failed to provide Ms. Slater and other Aggrieved Employees with 30-minute meal periods for every 5 hours worked as required by Labor Code § 512. Ms. Slater 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. VCRM failed to pay Ms. Slater 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, VCRM 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, VCRM failed to authorize and permit Ms. Slater and other Aggrieved Employees to take 10-minute rest periods for every 4 hours worked or major fraction thereof. Ms. Slater 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. For example, VCRM's written policies only authorized 1 rest break per shift regardless of the number of hours worked. VCRM failed to pay Ms. Slater 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, VCRM failed to permit rest periods and pay rest period premiums in violation of Labor Code § 226.7.

Wage Statements

Due to VCRM's wage, meal period, and rest period violations as alleged above, VCRM failed to provide Ms. Slater 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 VCRM's wage, meal period, and rest period violations as alleged above, VCRM failed to pay all wages due during Ms. Slater'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 VCRM's wage, meal period, and rest period violations as alleged above, VCRM failed to maintain accurate and complete records showing the hours worked each day by Ms. Slater and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

Based on these violations, Ms. Slater seeks civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed and incorporated herein is the class action complaint Ms. Slater will be filing on behalf of herself and all other Aggrieved Employees against VCRM. Ms. Slater 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).

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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