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October 21, 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 The Downey Foundation for Educational Opportunities:
Sheila Tetangco-Bartolone
8077 Florence Avenue, Suite 106
Downey, CA 90240

Re: Alexis Rosal v. The Downey Foundation for Educational Opportunities

Dear Labor and Workforce Development Agency and The Downey Foundation for Educational Opportunities:

This letter shall serve as Alexis Rosal's ("Ms. Rosal") written notice as required by The Downey Foundation for Educational Opportunities ("TDF"), including the facts and theories to support the alleged violations. Ms. Rosal intends to seek civil penalties against TDF 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 TDF in California during the statutory period ("Aggrieved Employees"). Ms. Rosal is informed and believes and based thereon alleges that there are at least 100 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Ms. Rosal alleges TDF violated the following Labor Code provisions: Labor Code §§ 201, 202, 203, 204, 210, 226, 246, 510, 512, 558, 1194, 1198, 2802.

Facts and Theories Supporting Each Alleged Violation

Ms. Rosal was employed by TDF in Downey, California as a non-exempt operations assistant from approximately August 2024 to approximately August 2025.

Sick and Overtime Wages

Throughout the statutory period, TDF failed to pay Ms. Rosal and other Aggrieved Employees at least the legal minimum wage and overtime wage for all hours worked due to TDF's policy and practice of failing to pay sick wages and overtime wages to Ms. Rosal and other Aggrieved Employees at the regular rate of pay. As an example, during the pay period of June 7, 2025 to June 20, 2025, Ms. Rosal earned 2 different hourly rates, worked 0.97 hours of overtime, and used 8 hours of sick pay. However, TDF paid Ms. Rosal overtime wages at 1.5x her lowest hourly rate in that pay period and paid Ms. Rosal sick wages at her lowest hourly rate in that pay period. As a result, TDF failed to pay Ms. Rosal and other Aggrieved Employees for all sick and overtime wages due in violation of Labor Code §§ 246, 510, 558, 1194, and 1198.

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Reimbursement

Throughout the statutory period, TDF failed to reimburse necessary business expenditures in violation of Labor Code § 2802. Specifically, TDF made it necessary for Ms. Rosal and other Aggrieved Employees to use their personal devices in order to clock in and out on a mobile application. TDF failed to reimburse Ms. Rosal and other Aggrieved Employees for this expense of using their personal devices for work purposes.

Wage Statements

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

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

Fawn F. Bekam

Enclosure: Class Action Complaint