

November 5, 2025

BY ONLINE SUBMISSION

PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612

BY CERTIFIED MAIL & E-MAIL

Service to Achieve Growth and Empower, Inc.

1305 Del Norte Rd.
Camarillo, CA 93010
Attn: Lisa Stilson
lstilson@sageservices.org

Agent of Service

Kerry Hoffman
44 Duvali Dr.
Ventura, CA 93003

Re: Patricia Garcia v. Service to Achieve Growth and Empower, Inc.

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter "PAGA Notice"). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Patricia Garcia's ("Employee") employment with Employee's former employer: Service to Achieve Growth and Empower, Inc. Employee was employed as a non-exempt employee of Service to Achieve Growth and Empower, Inc., with duties that included, but were not limited to, providing direct care and support services to individuals with intellectual disabilities as a Community Coach and Support Team Trainer from approximately January 1, 2016 through December 13, 2024. In connection with the alleged claims for failure to comply with Labor Code sections 203, 204, 210, 226, 226.7, 246 et seq., 432.6, 510, 512, 1174, 1194, 1197, 1198.5, 2802, and applicable Wage Orders, Employee seeks to represent all non-exempt employees of Service to Achieve Growth and Empower, Inc., and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, "Employer").

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had

and has a policy or practice of requiring its employees to work more than eight hours per day and forty hours per week without paying them proper overtime wages. Specifically, Employee regularly worked twelve-hour shifts but was not compensated at the overtime rate for hours worked in excess of eight hours per day. Employer maintained a systematic practice of paying straight time for all hours worked, regardless of whether employees exceeded eight hours in a workday or forty hours in a workweek. As a result of this practice, Employee and other aggrieved employees were denied proper overtime compensation at one and one-half times their regular rate of pay for hours worked beyond eight hours in a workday and beyond forty hours in a workweek, and at double time for hours worked beyond twelve hours in any workday. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and pay for all minutes actually worked. Employer maintained no timekeeping system for overnight shift employees, including Employee, requiring employees to rely on predetermined shift schedules without any mechanism to record actual time worked. This absence of proper time records resulted in employees not being compensated for time spent arriving early to facilitate shift changes, reviewing participant medication logs and care notes, and completing other pre-shift and post-shift duties. Employee and other aggrieved employees were required to perform work duties without any means of documenting their actual hours worked, resulting in systematic underpayment for all time spent under Employer's control. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 223, 1197, 1182.12, and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five and ten hours per day without being afforded uninterrupted, timely, and complete thirty-minute meal periods or compensation in lieu thereof. Specifically, Employer instructed employees, including Employee, that they were expected to take meal breaks while remaining on duty at participant homes, requiring them to remain available and responsive to participant needs throughout the entirety of their purported meal periods. Employees were not relieved of all duties during meal periods and were required to continue supervising participants, responding to participant behaviors, and attending to participant needs. Employees working twelve-hour overnight shifts were not provided with timely first or second meal periods and were instead told to eat whenever participants did not require attention. This practice of requiring on-duty meal periods without proper compensation violated the requirement that employees be completely relieved of all

duties during meal periods. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties. Employer's practice required employees working twelve-hour shifts to remain on duty supervising participants for the entire duration of their shifts without providing any authorized rest periods during which employees were relieved of all duties. Employees were not permitted to leave participant homes or to cease their supervisory responsibilities at any time during their shifts. When employees attempted to take brief respites, they were required to remain vigilant and responsive to participant needs, preventing them from obtaining the complete relief from duties required by law. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continues to fail to keep adequate or accurate time records. Specifically, Employer maintained no timekeeping system whatsoever for overnight shift employees, instead relying solely on predetermined schedules to calculate compensation. This complete absence of time records made it impossible for Employee and other aggrieved employees to verify the accuracy of their compensation or to calculate their unpaid wages and premium payments. Employer failed to maintain time records as required under Labor Code section 1174, wage statements as required under Labor Code section 226, and personnel records as required under Labor Code section 1198.5, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5 and 2699.

As a result of, among other things, Employer's herein-described policy or practice of failing to accurately record time, failing to pay overtime and minimum wages, provide meal periods, provide rest periods, and provide compensation in lieu of meal or rest periods, as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect gross wages earned, total hours worked by the employee, net wages earned, all deductions, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, and other such information as required by Labor Code section 226, subdivision (a). Specifically, because Employer maintained no time records for overnight shift employees and systematically failed to pay overtime wages, the wage statements issued to Employee and other aggrieved employees necessarily failed to accurately reflect the hours worked by Employee and other aggrieved employees and the rates of pay at which they were or should have been paid, thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed, all minimum wages owed, and all premium pay owed as set out above. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month. Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any "doing business as"

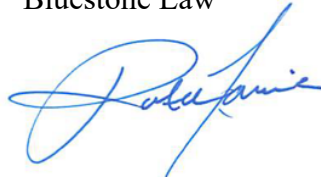
names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, employees may collect from Employer in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, with their costs incurred for the mandatory use of personal cellular phones for work-related purposes, including making work-related notations, editing timesheets, and communicating with colleagues and supervisors throughout each shift, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802. Additionally, Employee and other aggrieved employees were required to supply their own materials necessary for performing their job duties, including but not limited to toilet paper, gloves, napkins, disinfectant wipes, and Lysol, without receiving any reimbursement for these work-related expenses. Employer conditioned any potential reimbursement on employees downloading an invasive phone application, effectively denying employees their statutory right to indemnification under Labor Code section 2802. As a result, Employer is liable to reimburse Employee and other aggrieved employees for these costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with the amount of paid sick leave required to be provided pursuant to California and local laws (including, without limitation, Labor Code section 246, et seq.). Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. Employee is additionally informed and believes that the notice requirement of Labor Code section 246 et seq. involves a mandatory payroll or workplace injury reporting. As such, Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 558 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Bluestone Law

A handwritten signature in blue ink, appearing to read "Rotem Tamir", with a stylized, cursive script.

Rotem Tamir, Esq.