

May 7, 2026

VIA LWDA ONLINE FILING PORTAL

California Labor and Workforce Development Agency

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Swing Education, Inc.

c/o Sandi Larsen, Agent for Service of Process

1545 River Park Drive

Sacramento, California 95815

Re: Notice of Alleged Violations of the California Labor Code

Pursuant to Labor Code §§ 2698 *et seq.* (Private Attorneys General Act)

Notifying Party: William Chang

Employer: Swing Education, Inc.

I. INTRODUCTION

This notice is submitted pursuant to Labor Code § 2699.3 to the California Labor and Workforce Development Agency (“LWDA”) and to Swing Education, Inc. (“Swing” or the “Employer”) on behalf of the Notifying Party and other aggrieved employees. The Notifying Party is an aggrieved employee within the meaning of Labor Code § 2699(c) and intends to pursue civil penalties on behalf of the Notifying Party and other aggrieved employees following the statutory waiting period.

II. EMPLOYMENT

The Notifying Party was employed by Swing as a non-exempt substitute teacher in California from on or about October 21, 2024 through on or about June 17, 2025. The Notifying Party was paid a wage of \$25.00 per hour on a weekly basis and was dispatched to public K-12 schools in San Diego County. At all relevant times, the Notifying Party was a non-exempt employee covered by IWC Wage Order 4-2001.

The Notifying Party has personally suffered each of the violations alleged in this notice during employment with Swing and has standing to pursue representative civil penalties under *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104.

III. ALLEGED VIOLATIONS

A. Labor Code § 2802 — Failure to Reimburse Required Business Expenses

Swing requires its substitute teachers to:

- Obtain and maintain a valid California Commission on Teacher Credentialing substitute teaching permit as a condition of employment and dispatch eligibility; and
- Use a personal cellular device to receive and respond to assignment communications through Swing's mobile application and SMS dispatch system.

During employment, on or about February 23, 2025, the Notifying Party paid approximately \$102 to renew the California Commission on Teacher Credentialing substitute teaching permit, for which the Notifying Party received no reimbursement from Swing. The Notifying Party also used a personal cellular device throughout employment to install the Swing dispatch application and to receive and respond to required dispatch communications, for which the Notifying Party received no reimbursement at any time during employment. No reimbursement of any kind appears on any pay statement issued to the Notifying Party during the period of employment.

On information and belief, Swing maintains uniform policies or practices under which substitute teachers in California are not reimbursed for these required business expenses. The substitute teaching permit is a mandatory credential without which Swing cannot dispatch a substitute teacher to a placement; the dispatch application and SMS system are the required mechanisms by which Swing communicates assignments to its substitute teachers.

Aggrieved Employees: All non-exempt substitute teachers employed by Swing in California during the PAGA period who incurred unreimbursed work-related credentialing costs or unreimbursed costs associated with required use of a personal cellular device for the Swing dispatch system.

B. Labor Code §§ 512 and 226.7 — Meal Period Violations

Swing dispatches substitute teachers to school sites without arranging or verifying that compliant, duty-free meal periods will be provided. The Notifying Party experienced approximately one missed meal period per month during employment, on workdays exceeding five hours, on which the Notifying Party was not provided a compliant meal period and was not relieved of duty supervising students. On those workdays, no school staff was assigned to relieve the Notifying Party from supervisory duty during the meal period.

On information and belief, Swing's practice of dispatching substitute teachers without ensuring compliant meal periods results in similar violations across its California substitute teacher workforce.

Aggrieved Employees: All non-exempt substitute teachers employed by Swing in California during the PAGA period who worked shifts exceeding five hours and were not provided compliant meal periods.

C. Labor Code § 226.7 — Rest Period Violations

Swing dispatches substitute teachers to assignments where the ability to take duty-free rest periods depends on site-level coverage that Swing does not arrange or verify. The Notifying Party experienced approximately one missed rest period per month during employment, on which the Notifying Party was not authorized and permitted to take a compliant duty-free rest period. On those workdays, no coverage was arranged to relieve the Notifying Party of supervisory responsibility for students during the rest period.

On information and belief, Swing's practice results in similar violations across its California substitute teacher workforce.

Aggrieved Employees: All non-exempt substitute teachers employed by Swing in California during the PAGA period who were not authorized and permitted to take compliant rest periods.

D. Labor Code § 226(a) — Inaccurate Wage Statements (Derivative)

Wage statements issued to the Notifying Party during the period of employment failed to accurately reflect all wages owed, including meal period premiums, rest period premiums, and reimbursement amounts owed under Labor Code § 2802. The Notifying Party was paid weekly throughout the period of employment, resulting in approximately thirty-four (34) weekly pay periods of inaccurate wage statements. The Notifying Party received an itemized wage statement with each weekly payment of wages, and none reflected the premiums or reimbursement amounts owed.

Aggrieved Employees: All non-exempt substitute teachers employed by Swing in California during the PAGA period who received wage statements affected by the same derivative inaccuracy.

IV. PAGA PERIOD

The PAGA period extends one year prior to the date of this notice through the resolution of any subsequent action, subject to applicable tolling.

V. CURE NOTICE

To the extent any of the alleged violations is subject to cure under Labor Code § 2699.3, the Employer is hereby notified of its opportunity and obligation to cure within the statutory cure period and to provide written notice of cure in accordance with statutory requirements.

VI. INTENT TO PROCEED

Absent LWDA intervention, the Notifying Party intends to pursue all available civil penalties and related remedies following expiration of the statutory waiting period set forth in Labor Code § 2699.3(a)(2)(A). The Notifying Party reserves all individual claims, none of which is subject to or affected by this notice.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. Chang', is written over a horizontal line.

William Chang

Notifying Party, Pro Se

Address on file with LWDA

El Cajon, California

Email on file with LWDA

Telephone on file with LWDA