

May 1, 2026

Submitted at <https://www.dir.ca.gov> with \$75 filing fee

PAGA Administrator
California Labor and Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: Rancho Santa Fe Association (the “Employer”)

NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency, and the Employer

From: Rolando Avila Pedroza (the “Employee” or “Mr. Pedroza”), who was subjected to the wage and hour practices set forth below

The Employee, by way of the above-named counsel, submits this Notice, under and in compliance with the requirements of California Labor Code § 2699.3(a)/(c). The Employee worked for the Employer from June of 2025 through to in or around January 23, 2026. Employee alleges the facts and theories to support the alleged violations as follows:

During the applicable time period, the Employer employed the Employee and all other similarly situated aggrieved employees as non-exempt employees and utilized consistent policies and procedures regarding the Employee and all such other aggrieved employees, as follows:

First, the Employer failed to pay all straight time, minimum, and/or overtime wages due for the time the Employee and other aggrieved employees were subject to the Employer’s control. Because the Employer failed to pay all straight time wages, minimum wages, and overtime wages due for the time the Employee and other aggrieved employees were subject to the Employer’s control, the Employer violated Labor Code §§ 510, 1194, 1197 and/or 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Second, the Employee and other aggrieved employees performed work for the Employer and sometimes worked over eight hours in a day and/or 40 hours in a week. However, the Employer failed to always pay the Employee and other aggrieved employees for all overtime hours worked at the appropriate overtime pay rate. As such, the Employer violated Labor Code §§ 510, 1194, 1197, and/or 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Third, the Employer failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and other aggrieved employees, because the Employer failed to relinquish all control and/or because meal breaks were missed, interrupted, short and/or late. The Employee and other aggrieved employees routinely worked over five hours but did not always get lawful full thirty-minute meal breaks within the first five hours of their shifts. Even when they were able to take meal breaks, they would sometimes be interrupted. Further, the Employee and aggrieved employees sometimes worked over ten and/or twelve hours but were not provided a legally compliant second meal break. The Employer did not always pay a meal period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7, 512 and 516 and the applicable Industrial Wage Order ¶ 11 and owes penalties under Labor Code §§ 2699(f) and/or



558.

Fourth, the Employer failed to always authorize and permit paid rest breaks to the Employee and other aggrieved employees. Here, the Employee and other similarly employees were required to work through their rest breaks, as a result of understaffing by the Employer. Therefore, the Employee and other aggrieved employees did not always get full ten-minute uninterrupted rest breaks within the first four hours of their shift or major fraction thereof, and each subsequent four hours worked thereafter or major fraction thereof. As such, the Employee and other aggrieved employees were not always authorized and permitted legally compliant rest breaks. *Augustus v ABM Security Services, Inc.* (2016) 2 Cal 5th 257. Because the Employer did not pay a rest period penalty for these violations, the Employer violated Labor Code §§ 226.7 and 516 and the applicable Industrial Wage Order ¶ 12(A)/(B) and owes penalties under Labor Code §§ 2699(f) and/or 558. Despite, the Employer did not pay any rest break premiums.

Fifth, the Employer required Employee and other aggrieved employees to work split shifts without payment of one additional hour's pay at the minimum wage for each workday that a split shift was worked. Employee and aggrieved employees did not reside at their place of employment. As such, the Employer violated Labor Code § 1182.12 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f) and/or 1194(a).

Sixth, regarding wage statements, under Labor Code § 226 and the applicable Industrial Wage Order, the Employer is required to include certain information on a paystub. Here, because of the Employer failed to pay all wages as set forth above, Employer issued wage statements that inaccurately reflected hours worked and/or wages earned by the Employee and other aggrieved employees, and the Employer has derivatively violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Seventh, regarding waiting time penalties, because the Employer failed to pay all wages as set forth above, formerly-employed aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. The Employer's failure to timely pay final wages to formerly-employed aggrieved employees was willful in that the Employer adopted policies and/or practices that were incompatible with the Labor Code. Because the Employer failed to pay all wages as set forth above, the Employer derivatively violated Labor Code §§ 201-202 and owes penalties under Labor Code §§ 2699(f) and/or 201-203.

Eighth, the Employer imposed service charges upon the sale of food and beverages at locations it operated. These ambiguously labeled "service charges" were in the form of automatic charges which customers are required to pay. While under the guise of gratuities for staff, charging a percentage that customers would typically tip aggrieved employees, the Employer failed to distribute the total proceeds of these service charges to non-managerial staff, and customers usually did not tip due to the misunderstanding that the "service charges" covered the entire tip for the staff. Thus, the Employer's conduct violates California Labor Code § 351 and the Employer owes penalties under Labor Code §§ 2699(f) and/or 1197.1.

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.



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In addition, this letter clearly sets forth Mr. Pedroza's grievances and proposed remedies, under the Labor Code, PAGA, and otherwise, as set forth above. Mr. Pedroza would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. Mr. Pedroza gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet his demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Thank you for your consideration.

Sincerely,


Arsiné Grigoryan
Aram Boyadjian

cc: (via Certified Mail)
Rancho Santa Fe Association
Dominique Albrecht – *Agent for Service of Process*
6046 El Tordo
Rancho Santa Fe, CA 92067
Certified Tracking Number: 9414 8111 0549 4611 02