

Maria Huyghue



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- Eviction Defense Network
- 207 S Broadway Suite 600
- Los Angeles CA 90012
- (213) 385-8112

I am an employee. My employer violated these specific Labor Code sections. I am giving you notice because I intend to file a lawsuit to recover penalties on behalf of the State of California and other affected employees.

Labor Code §221 — Unlawful Collection of Wages Already Paid

Employer issued paycheck on approximately June 4, 2025 and reversed it on June 5, 2025 without employee consent. This constitutes unlawful collection of wages already paid. This violation affected the undersigned employee.

Labor Code §§204, 210 — Failure to Pay Wages Timely

Employer repeatedly failed to pay wages on designated paydays on the following documented occasions: August 29, 2025 — direct deposit canceled day of payday without advance notice; September 12, 2025 — check held and not delivered timely; September 16, 2025 — payroll run with insufficient funds totaling approximately \$49,000 shortage; September 19, 2025 — employee still waiting for valid signed check; September 22, 2025 — payment received without promised late fees; October 23, 2025 — direct deposit canceled again without advance notice. Additional late payment instances occurred throughout 2025 and 2026. These violations affected the undersigned employee and upon information and belief other current and former employees.

Labor Code §§510, 1194, 219, 558.1 — Failure to Pay Overtime — Willful and Systematic

Throughout the entire period of employment from approximately 2023 through present, employer required all employees including the undersigned to work substantially in excess of 8 hours per day and 40 hours per week. Employer-created time records known as DARs confirm employees consistently worked 180 to 200 or more hours per month. Corresponding payroll records reflect compensation for only 160 hours per month. The gap between hours worked and hours compensated represents unpaid overtime affecting all employees throughout the relevant period.

Employer's executive director, a licensed California attorney, explicitly and repeatedly stated in written communications to employees that the organization could not pay overtime and characterized the excess hours as voluntary employee contributions. These representations were knowingly false. Labor Code §219 renders any purported overtime waiver by an employee unenforceable under California law. No employee can legally volunteer overtime to an employer. Employer's executive director had actual legal knowledge of this requirement when making these representations.

Multiple employees expressed awareness in written communications that Law Clerk employees worked in excess of 60 hours per week without overtime compensation while hourly employees at the same organization received overtime pay approved for identical excess hours. Employer's executive director is personally liable under Labor Code §558.1 as the person who directed and caused these violations.

These violations affected substantially all current and former employees throughout the relevant period.

Labor Code §§204, 1197.1 — Failure to Pay Agreed Wages — Salary Increase

Employer failed to implement agreed annual salary increase effective January 1, 2025 raising employee salary to \$69,022. Employer acknowledged the obligation. Additionally employer promised a January 2026 annual increase with retroactive pay to be paid in April or May 2026. That retroactive payment was never made. Multiple pay periods of underpayment resulted spanning January 2025 through present. These violations affected the undersigned employee and upon information and belief other current and former employees who were also subject to annual increase obligations.

Labor Code §226 — Failure to Provide Accurate Itemized Wage Statements

Employer failed to provide accurate itemized wage statements reflecting actual hours worked and correct wage rates in multiple pay periods throughout 2024 and 2026. Employee was denied access to wage statements through employer payroll system ADP on multiple occasions despite repeated requests. Wage statements failed to reflect correct salary rate during periods when agreed increase was not implemented. These violations affected the undersigned employee and upon information and belief other current and former employees.

Labor Code §1102.5 and §98.6 — Retaliation for Protected Activity

Beginning approximately November 2024 and continuing through present, employer took multiple adverse employment actions against employee after employee raised specific Labor Code violations by section number in written communications and requested legally required disability accommodation under FEHA. Adverse actions included written directives ordering employee not to respond to management communications, imposition of impossible workload requirements including forced intake assignments beyond job description, public disclosure of employee medical condition and accommodation status to groups of 60 or more employees in staff meetings on multiple occasions, threats to employee's continued employment during protected medical leave when employee requested medically necessary leave extension, and coercion of employee to return to work against physician's explicit orders. These violations affected the undersigned employee and upon information and belief other current and former employees who were subjected to retaliation for raising workplace complaints.

Labor Code §132a — Discrimination Against Injured Employee

Beginning approximately Jan 2025 and continuing through present, employer discriminated against me for sustaining a serious injury and for exercising rights related to disability leave and accommodation. Employer threatened employee's job security when employee requested medically necessary leave extension, said that work from home was not a valid reasonable accommodation request, imposed adverse employment conditions upon employee's return from protected leave, and coerced employee to return to work against physician's explicit medical orders. These violations affected the undersigned employee.

Labor Code §203 — Waiting Time Penalties

Upon separation from employment, employer's documented pattern of willful failure to pay wages as required will trigger waiting time penalties under Labor Code §203. Given the documented and admitted history of willful wage violations throughout the employment period, employer's failure to pay all wages due immediately upon any separation from employment is anticipated and hereby noticed. This violation will affect the undersigned employee upon separation.

Labor Code §§551, 552 — Rest Day Violations

During periods of working 180 to 200 or more hours per month throughout employment, employer required employees to work without legally required days of rest. These violations affected me and upon information and belief other current and former employees throughout the relevant period.

Additional Violation — SDI Benefit Interference

On approximately April, 2026, employer deposited wages into my bank account in direct violation of employer's own payroll policy requiring signed timesheets before any payment could be issued. I was on protected [REDACTED] with no hours logged and no timesheets submitted for 2 months when the check was deposited. The deposit occurred on the day before employees State Disability Insurance claim was scheduled for processing by the Employment Development Department, after EDD had expressed needing to verify employees job for verification purposes. This timing constitutes willful interference with employees right to receive state disability benefits and was not consistent with any legitimate payroll practice.

Statement Regarding Other Aggrieved Employees

The violations described above, particularly the systematic failure to pay overtime wages, the policy of characterizing legally required overtime as voluntary, the pattern of late wage payments, and the failure to provide accurate wage statements, were not isolated to undersigning employee. These practices constituted company-wide policies affecting all current and former employees of Eviction Defense Network throughout the relevant period. Employee has personal knowledge of these violations as they affected other employees based on documentary evidence including employer-created time records, and written communications among employees and management. Employee files this notice on behalf of herself and all other aggrieved employees as defined under Labor Code §2699.

Maria Huyghue
5/21/26

