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**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF RIVERSIDE**

SHIRLEY BRAGINTON, individually and on behalf of the State of California and Aggrieved Employees,

Plaintiff,

vs.

NATIONAL COMMUNITY RENAISSANCE d/b/a NATIONAL CORE, a California Nonprofit Public Benefit Corporation; and DOES 1 through 10, Inclusive,

Defendants.

Case No.: CVPS2608411

**PRIVATE ATTORNEYS GENERAL ACT OF 2004 FIRST AMENDED COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code § 2699(a); and

2. Civil Penalties Pursuant to Labor Code § 2699(f).

[UNLIMITED JURISDICTION]

**COMES NOW** Plaintiff SHIRLEY BRAGINTON ("Plaintiff") on behalf of herself, the State of California, and all other Aggrieved Employees, hereby brings this Representative Action Complaint against Defendant NATIONAL COMMUNITY RENAISSANCE d/b/a NATIONAL CORE, and DOES 1 through 10 ("Defendants"), inclusive, and alleges as follows:

## SUMMARY

1. Plaintiff, on behalf of the State of California and the other Aggrieved Employees, brings this enforcement action pursuant to the California Labor Code Private Attorneys General Act of 2004, as amended ("PAGA"), against Defendants for failing to pay all wages owed, including overtime wages; failing to reimburse necessary business expenses; failing to timely pay all wages owed during employment; failing to pay all wages owed upon separation from employment; failing to maintain accurate payroll records; failing to provide accurate, itemized wage statements; and failing to provide requested wage-statement records. Plaintiff brings this action on behalf of all current and former employees classified as non-exempt or improperly classified as exempt employed by Defendant in California during the applicable PAGA period who suffered one or more of the Labor Code violations alleged herein. These employees are referred to herein as the "Aggrieved Employees."

2. Defendants classified Plaintiff as an exempt salaried employee although her actual duties did not satisfy the requirements for the administrative exemption. Plaintiff and other Aggrieved Employees performed non-exempt work in California.

3. Plaintiff and the Aggrieved Employees regularly worked more than 8 hours a day and more than 40 hours a workweek.

4. But Defendants did not pay Plaintiff and the Aggrieved Employees for all hours worked, including overtime wages owed under Lab. Code §§ 510 and 1194 and IWC Wage Order No. 4-2001.

5. Defendants failed to pay Plaintiff overtime because they improperly treated her as exempt and did not require her to record her hours. Other Aggrieved Employees were also subjected to practices resulting in unpaid overtime.

6. As a result, Defendants failed to pay Plaintiff and other Aggrieved Employees all overtime wages owed for hours worked.

7. Plaintiff performed compliance work outside regular business hours, including evenings and weekends, without overtime compensation because Defendant treated her as exempt.

8. Furthermore, Defendants failed to reimburse Plaintiff and the Aggrieved Employees for necessary business expenses incurred in the course and scope of employment, including mileage expenses incurred for required work-related travel, in violation of Lab. Code § 2802.

9. Thus, Defendants failed to pay Plaintiff and the Aggrieved Employees all wages owed within the required statutory pay periods, including unpaid overtime wages, in violation of Lab. Code § 204.

10. Further, Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due at separation, including unpaid overtime, in violation of Lab. Code §§ 201–203.

11. And Defendants' violative policies and practices resulted in inaccurate and incomplete payroll records, in violation of Lab. Code §§ 1174 and 1174.5.

12. Among other things, Defendants' payroll records failed to accurately reflect the total hours Plaintiff and the Aggrieved Employees worked, the wages Plaintiff and the Aggrieved Employees earned, and the overtime compensation owed.

13. And Defendants' violative policies and practices resulted in non-compliant wage statements, in violation of Lab. Code § 226(a).

14. Among other things, the wage statements Defendants provided to Plaintiff and the Aggrieved Employees failed to accurately reflect their total hours worked, gross wages earned, net wages earned, overtime wages owed, and/or applicable compensation.

15. Because Defendants failed to pay all wages owed, including straight time wages and overtime wages, Plaintiff and the Aggrieved Employees did not receive all wages owed during employment.

16. Therefore, Plaintiff and the Aggrieved Employees who are Defendants' former employees did not receive all wages owed following separation from employment.

17. Finally, Plaintiff and the Aggrieved Employees were denied meaningful access to wage-statement records during and after employment, in violation of Lab. Code § 226(b)–(c).

18. Plaintiff and the Aggrieved Employees were unable to access wage statements through Defendants' systems, and Defendants failed to provide a reliable mechanism for employees to promptly inspect or obtain copies of wage-statement records upon request.

19. Despite outreach to Defendants' management, payroll, and finance personnel regarding compensation-related concerns, Defendants failed to provide Plaintiff and the Aggrieved Employees with the requested wage-statement records.

20. Thus, Defendants violated the Labor Code by failing to provide Plaintiff and the Aggrieved Employees with requested wage-statement records.

21. Plaintiff brings these claims pursuant to PAGA to challenge Defendants' policies and practices of: (1) failing to pay Plaintiff and the Aggrieved Employees all wages, including overtime wages, owed; (2) failing to reimburse Plaintiff and the Aggrieved Employees for necessary business expenses; (3) failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment; (4) failing to pay Plaintiff and the Aggrieved Employees all wages owed upon separation from employment; (5) failing to maintain accurate payroll records for Plaintiff and the Aggrieved Employees; (6) failing to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements; and (7) failing to provide Plaintiff and the Aggrieved Employees with requested wage-statement records.

22. Plaintiff brings this Action to recover all civil penalties and other PAGA relief on behalf of the State of California and the other Aggrieved Employees.

23. Plaintiff seeks to remedy the unlawful practices Defendants have imposed and continue to impose on its workers in California, which deprive Plaintiff and the Aggrieved Employees of their lawfully earned compensation.

## THE PARTIES

24. Plaintiff SHIRLEY BRAGINTON is, and at all relevant times was, an individual residing in Riverside County, California.

25. Plaintiff was classified by Defendant NATIONAL COMMUNITY RENAISSANCE, also doing business as NATIONAL CORE, as an exempt salaried employee, although her actual duties did not satisfy the administrative exemption.

26. Plaintiff worked for Defendant as a Compliance Specialist beginning on or about June 7, 2025, and continuing until approximately October 3, 2025.

27. Plaintiff performed work for Defendant in connection with Defendant's affordable housing management and compliance operations, including work related to Defendant's Palm Desert Housing Authority portfolio in Riverside County, California.

28. Defendant NATIONAL COMMUNITY RENAISSANCE, also doing business as NATIONAL CORE, is a California nonprofit public corporation authorized to conduct business in California.

29. Defendant NATIONAL COMMUNITY RENAISSANCE, also doing business as NATIONAL CORE, conducts business throughout California, including in Riverside County.

30. Defendant may be served through its registered agent for service of process, CSC - Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833.

31. At all relevant times, Defendant employed Plaintiff and other non-exempt employees in California.

32. Plaintiff brings this action on behalf of herself, the State of California, and all current and former employees classified as non-exempt or improperly classified as exempt employed by Defendant in California during the applicable PAGA period who suffered one or more of the Labor Code violations alleged herein.

33. These current and former employees are referred to herein as the "Aggrieved Employees." Plaintiff and the Aggrieved Employees are aggrieved employees within the meaning of Labor Code section 2699 because Defendant employed them and they suffered one or more of the Labor Code violations alleged herein.

34. At all relevant times, Defendant was Plaintiff's and the Aggrieved Employees' employer and/or a person acting on behalf of their employer within the meaning of the California Labor Code and applicable Wage Orders.

35. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 through 10, inclusive, are presently unknown to Plaintiff, who therefore sues those Defendants by fictitious names. Plaintiff will seek leave to amend this Complaint to allege their true names and capacities when ascertained.

36. Plaintiff is informed and believes, and based thereon alleges, that each DOE Defendant was responsible in some manner for the unlawful acts alleged herein and is liable for the relief sought in this action.

## Jurisdiction & Venue

37. This Court has subject matter jurisdiction over this action pursuant to the California Constitution, Article VI, section 10, because this action seeks civil penalties and other relief under the California Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, et seq.

38. This Court has personal jurisdiction over Defendant because Defendant is authorized to conduct business in California, conducts business in California, employs workers in California, and employed Plaintiff and Aggrieved Employees in California.

39. Venue is proper in this judicial district because Plaintiff worked for Defendant in Riverside County, California, and a substantial portion of the events, policies, practices, and Labor Code violations alleged herein occurred in Riverside County, California.

40. Venue is also proper because Defendant conducts business in Riverside County, employs or employed Aggrieved Employees in Riverside County, and liability under PAGA arose, in part, from Defendant's employment practices in Riverside County.

41. Plaintiff electronically filed her written PAGA notice with the California Labor and Workforce Development Agency on July 7, 2026, and provided notice to Defendant as required by Labor Code section 2699.3.

42. More than sixty-five calendar days have passed since Plaintiff submitted her PAGA notice, and the Labor and Workforce Development Agency has not provided notice of its intent to investigate the alleged violations or otherwise barred Plaintiff from commencing this action.

43. Plaintiff has satisfied the administrative prerequisites required to bring this action under Labor Code sections 2698, et seq.

## FACTUAL ALLEGATIONS

44. Defendant National Community Renaissance, also doing business as National CORE, provides affordable housing management, compliance, maintenance, and related property-management services throughout California.

45. To carry out its business operations, Defendant employs non-exempt employees in California, including Compliance Specialists, property managers, assistant managers, leasing personnel, maintenance employees, porters, housekeepers, and other hourly or non-exempt property-operations employees.

46. Plaintiff was employed by Defendant as a Compliance Specialist beginning on or about June 7, 2025, and continuing until approximately October 3, 2025.

47. Plaintiff worked in connection with Defendant's affordable housing management and compliance operations, including Defendant's Palm Desert Housing Authority portfolio.

48. Defendant improperly classified Plaintiff as an exempt salaried employee despite her performance of predominantly non-exempt duties. Plaintiff's primary responsibilities included reviewing compliance files, verifying income and rent calculations, processing certifications and recertifications, identifying discrepancies, and requesting corrections pursuant to established policies and procedures. Plaintiff spent more than half of her working time performing these duties, which primarily involved applying established standards rather than exercising discretion and independent judgment on matters of significance. When Plaintiff encountered compliance issues, exceptions, or matters requiring interpretation, she referred those matters to Julie Johnson, Director of Compliance, for guidance and approval rather than independently solving them.

Accordingly, Plaintiff's actual duties did not satisfy the requirements of California's administrative exemption. Defendant did not require Plaintiff to record her working hours.

49. Defendant also employed other non-exempt employees throughout California who were subject to the same or similar wage-and-hour policies, practices, procedures, and operational directives alleged herein.

50. Plaintiff brings this PAGA action on behalf of herself, the State of California, and all other current and former employees classified as non-exempt or improperly classified as exempt employed by Defendant in California who suffered one or more of the Labor Code violations alleged herein during the applicable PAGA period.

51. Defendant treated Plaintiff as exempt and did not require her to record her daily working hours. Other non-exempt Aggrieved Employees were required to use Defendant's designated timekeeping system.

52. Defendant maintained and enforced policies, practices, and operational requirements that resulted in Plaintiff and Aggrieved Employees performing compensable work that was not accurately recorded or fully paid.

53. Plaintiff and Aggrieved Employees regularly worked more than eight hours in a workday and/or more than forty hours in a workweek.

54. Defendant failed to pay Plaintiff and Aggrieved Employees all wages owed for all hours worked, including overtime compensation owed for hours worked over eight hours in a workday and/or forty hours in a workweek.

55. Defendant suffered or permitted Plaintiff to perform overtime work without paying overtime premiums because it classified her as exempt. Defendant also suffered or permitted other Aggrieved Employees to perform unpaid work.

56. Defendant's off-the-clock practices included requiring or directing employees to clock out or report no more than eight hours per day while continuing to perform work for Defendant's benefit.

57. On or about August 5, 2025, Defendant's management directed Property Managers and other non-exempt employees in the Property Management Department to review and correct

their time punches to reflect no more than eight hours per day, with no exceptions, and stated that no overtime had been approved beyond eight hours per day unless specifically authorized.

58. The August 5, 2025 directive concerned employees who used Defendant's time-punch system. Plaintiff did not receive this directive, did not use the time-punch system, and did not personally experience the alteration of time punches. Instead, Defendant classified Plaintiff as exempt and did not maintain records of her actual daily hours worked.

59. Defendant knew or should have known that Plaintiff and Aggrieved Employees were performing compensable work beyond their regular working hours because the off-the-clock work was required by Defendant's business needs, operational directives, staffing levels, and deadlines.

60. On or about September 8, 2025, Defendant directed employees to complete a large-scale printing and distribution assignment by the end of the business day, including printing and delivering an updated Administrative Plan to residents across Defendant's portfolio.

61. The size and timing of the September 8, 2025 assignment made completion by 5:00 p.m. impracticable or impossible given the staffing, equipment, and operational constraints imposed on employees.

62. As a result, multiple employees were required or expected to continue working after their recorded end time, including until approximately 9:00 p.m., while being instructed or expected to clock out at approximately 5:00 p.m. or otherwise record no overtime.

63. Defendant failed to pay Plaintiff overtime attributable to her improper exempt classification. Other Aggrieved Employees also performed work for which overtime was not paid.

64. Defendant's failure to pay all wages owed was not isolated. It resulted from common policies, practices, and directives that applied to Plaintiff and other Aggrieved Employees, including employees working in compliance, property management, leasing, maintenance, and other property-operations roles.

65. Defendant also failed to reimburse Plaintiff and Aggrieved Employees for necessary business expenses incurred in the course and scope of employment.

66. These unreimbursed business expenses included mileage and other travel-related expenses incurred for required work-related travel and duties performed for Defendant's benefit.

67. Plaintiff incurred unreimbursed mileage expenses when Defendant required her to travel for work-related purposes, including mandatory travel to Defendant's corporate office and other work-related locations.

68. Other Aggrieved Employees likewise incurred unreimbursed business expenses, including mileage and vehicle expenses incurred while traveling between Defendant's properties or worksites and expenses incurred while performing assigned duties.

69. Defendant knew or should have known that these expenses were necessary because the expenses were incurred while employees were performing work required by Defendant or complying with Defendant's directives.

70. Defendant failed to maintain accurate payroll and timekeeping records for Plaintiff and Aggrieved Employees.

71. Because Plaintiff was improperly treated as exempt, Defendant did not maintain daily hours-worked records for her. Defendant also failed to accurately maintain required hours and payroll records for other Aggrieved Employees.

72. The failure to maintain Plaintiff's hours records resulted from her improper exempt classification; other employees' records were allegedly inaccurate for different reasons.

73. Defendant also failed to provide Plaintiff and Aggrieved Employees with accurate itemized wage statements.

74. To the extent Plaintiff was legally non-exempt, her wage statements omitted required hours-worked and applicable rate information. Defendant also furnished inaccurate wage statements to other Aggrieved Employees.

75. Plaintiff's salary-based wage statements did not reflect hours and rates required for a non-exempt employee. The wage-statement violations affecting other Aggrieved Employees included inaccurate recorded hours.

76. Defendant also failed to timely pay Plaintiff and Aggrieved Employees all wages owed during employment.

77. Defendant's failure to timely pay all wages owed included failure to timely pay straight time wages, overtime wages, and other compensation owed for work Defendant required, permitted, or suffered employees to perform.

78. Defendant further failed to pay Plaintiff and former Aggrieved Employees all wages due at separation.

79. Plaintiff separated from employment on or about October 3, 2025.

80. At the time of Plaintiff's separation, Defendant failed to pay all wages owed, including unpaid overtime wages; Plaintiff also had unreimbursed business expenses.

81. Defendant's failure to pay all wages due at separation also affected other former Aggrieved Employees who were not paid all wages, overtime, premium pay, and/or reimbursable expenses owed at the time of separation.

82. Plaintiff and Aggrieved Employees also requested access to payroll, wage-statement, personnel, or employment records.

83. Defendant failed to provide Plaintiff and Aggrieved Employees with complete and accurate wage-statement, payroll, personnel, and/or employment records within the time required by law.

84. Defendant's failure to provide records deprived Plaintiff and Aggrieved Employees of timely access to information needed to determine whether they had been fully and accurately paid.

85. Defendant's unlawful policies and practices were uniform or common because they arose from centralized management directives, company-wide timekeeping and payroll systems, common operational requirements, and Defendant's shared wage-and-hour policies.

86. Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, schedules, timekeeping, payroll, work assignments, deadlines, and working conditions.

87. Defendant knew or should have known that Plaintiff and Aggrieved Employees were working uncompensated hours, incurring unreimbursed business expenses, receiving inaccurate wage statements, and being denied accurate records because these violations resulted from Defendant's own policies, systems, directives, and management practices.

88. Defendant nevertheless failed to take reasonable steps to ensure that Plaintiff and Aggrieved Employees were accurately recording all hours worked, receiving all wages owed, receiving overtime compensation, receiving reimbursement for necessary business expenses, receiving accurate wage statements, and receiving requested records.

89. Defendant's violations harmed Plaintiff and Aggrieved Employees by depriving them of accurate compensation, accurate wage statements, accurate records, timely payment of wages, timely payment of final wages, and reimbursement for necessary business expenses.

90. Plaintiff seeks civil penalties under PAGA on behalf of the State of California and Aggrieved Employees for Defendant's violations of the Labor Code and applicable Wage Orders.

## PAGA Notice Requirement

91. Plaintiff exhausted the notice requirement by filing a notice with the LWDA, as required under the PAGA, as stated in their letter dated July 7, 2026. A true and correct copy of Plaintiff's letter is attached hereto as **Exhibit A** and is incorporated herein by reference.

92. As of the filing of this complaint, the LWDA has not provided notice of its intent to investigate the alleged violations, nor has it assumed jurisdiction over the applicable penalty claims alleged. Therefore, Plaintiff has exhausted the procedural requirements under PAGA to pursue all civil penalty claims.

93. Throughout the relevant time period, Defendants employed numerous other non-exempt employees in California, who, on information and belief, were subjected to the same unlawful policies and practices described herein. As a direct result of Defendants' unlawful policies and practices, Plaintiff and Aggrieved Employees have suffered harm. They are entitled to recover civil penalties pursuant to Labor Code §§ 2698, *et seq.*

## Count I

## Penalties Pursuant to Labor Code § 2699(a)

94. Plaintiff incorporates all other paragraphs by reference.

95. Labor Code § 2699(a) provides:

> Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected

by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3.

96. Labor Code § 203 provides, in relevant part:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

97. Labor Code § 226(a) provides:

> Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

98. Labor Code § 226(e)(1) provides:

> An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty

of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

99. Labor Code § 226.3 provides:

> Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law. In enforcing this section, the Labor Commissioner shall take into consideration whether the violation was inadvertent, and in his or her discretion, may decide not to penalize an employer for a first violation when that violation was due to a clerical error or inadvertent mistake.

100. Labor Code § 558(a) and (c) provide:

> (a) Any employer [] who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages…. (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

101. Labor Code § 1174(d) requires every person employing labor in California to, among other things:

> Keep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.

102. Plaintiff is an aggrieved employee because Defendant employed Plaintiff and Plaintiff suffered one or more of the Labor Code violations alleged herein.

103. The Aggrieved Employees are current and former employees classified as non-exempt or improperly classified as exempt employed by Defendant in California who suffered one or more of the Labor Code violations alleged herein during the applicable PAGA period.

104. Defendant violated Labor Code sections 510 and 1194, and applicable Wage Orders, by failing to pay Plaintiff and Aggrieved Employees all overtime wages owed for hours worked in excess of eight hours in a workday and/or forty hours in a workweek.

105. Defendant violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate payroll records reflecting all hours worked, wages earned, overtime owed, and other required payroll information for Plaintiff and Aggrieved Employees.

106. Defendant violated Labor Code section 226(a) by failing to provide Plaintiff and Aggrieved Employees with accurate, itemized wage statements reflecting all required information, including all hours worked, gross wages earned, net wages earned, applicable hourly rates, and corresponding hours worked at each rate.

107. Defendant violated Labor Code section 226(b) and/or section 226(c) by failing to provide Plaintiff and Aggrieved Employees with access to or copies of wage-statement and payroll records upon request.

108. Defendant violated Labor Code sections 201 through 203 by failing to pay Plaintiff and former Aggrieved Employees all wages due upon separation, including unpaid wages, unpaid overtime wages, and other compensation owed.

109. To the extent civil penalties are specifically provided for the violations alleged above, Plaintiff seeks such penalties pursuant to Labor Code section 2699(a) on behalf of the State of California and Aggrieved Employees.

110. Plaintiff provided written notice to the LWDA and Defendant of the Labor Code violations alleged herein, including the facts and theories supporting those violations, on or about July 7, 2026.

111. More than sixty-five calendar days have passed since Plaintiff submitted her PAGA notice, and the LWDA has not provided notice that it intends to investigate the alleged violations or otherwise barred Plaintiff from commencing this action.

112. Labor Code § 1174.5 subjects any person who willfully fails to maintain records required by Labor Code § 1174 to a civil penalty of $500.

113. Plaintiff seeks civil penalties available under PAGA for Defendant's alleged failure to timely pay final wages under Labor Code sections 201 and 202, subject to Labor Code section 2699(i) and the prohibition against impermissible duplicative penalties.

114. Plaintiff seeks such civil penalties only to the extent authorized by PAGA and without duplicating penalties for the same underlying unpaid-wage violation.

115. Plaintiff seeks civil penalties available under PAGA for Defendant's alleged violations of Labor Code section 226(a), subject to the requirements and limitations of Labor Code section 2699, including subdivisions (f) and (i).

116. Plaintiff also seeks civil penalties in the amounts described under Labor Code § 558 pursuant to Labor Code § 2699(a) for each pay period in which Defendants, as alleged in this Complaint, failed to pay Plaintiff and the Aggrieved Employees for all overtime wages owed under Labor Code §§ 510 and 1194 and IWC Wage Order No. 4-2001.

117. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the LWDA with notice of her intention to file this claim on July 7, 2026.

118. More than sixty-five (65) calendar days have passed without notice from the LWDA.

119. As such, Plaintiff has satisfied all administrative prerequisites to commence this civil action in compliance with Labor Code § 2699.3(a).

120. Plaintiff seeks the aforementioned penalties on behalf of the State and the other Aggrieved Employees as outlined in Labor Code § 2699(m).

121. Defendants are liable to Plaintiff and the Aggrieved Employees and the State of California for the civil penalties outlined in this Complaint, together with interest thereon.

122. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

**123.** Wherefore, Plaintiff and the Aggrieved Employees request relief as hereinafter provided.

## Count II

## Penalties Pursuant to Labor Code § 2699(f)

124. Plaintiff incorporates all other paragraphs by reference.

125. Labor Code § 2699(f) provides:

> For Labor Code provisions without a specifically prescribed civil penalty, Labor Code section 2699(f) establishes civil penalties, generally $100 per aggrieved employee per pay period, subject to the limitations, adjustments, and enhanced penalties set forth in section 2699(f), including subdivisions (f)(2)(A) and (B).

126. Labor Code § 200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." All such wages are subject to California's overtime and double time requirements, including those set forth above.

127. Labor Code § 204(a) provides that "[a]ll wages . . . earned by any person in any employment are due and payable twice during each calendar month[.]"

128. Labor Code § 510(a) provides as follows:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

129. IWC Wage Order No. 4-2001(3)(A)(1) states that employees:

> …shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than … [o]ne and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek….

130. Labor Code § 1194(a) provides as follows:

> Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

131. Labor Code § 1198 makes it unlawful for employers to employ employees under conditions that violate relevant Wage Order(s).

132. To the extent that any violation alleged herein does not carry penalties under Labor Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and the Aggrieved Employees for each pay period in which such employee was aggrieved, in the amounts established by Labor Code § 2699(f).

133. Plaintiff seeks the applicable civil penalties for Defendants' alleged violations of Labor Code sections 2802, 204, 201–203, 1174, 1174.5, and 226(b)–(c) under the statutory penalty provisions governing each violation, as limited by Labor Code section 2699.

134. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the LWDA with PAGA Notice of her intention to file this claim on July 7, 2026.

135. More than sixty-five (65) calendar days have passed without notice from the LWDA. Thus, Plaintiff satisfied all administrative prerequisites to commence this civil action.

136. Plaintiff seeks the aforementioned penalties on behalf of the Aggrieved Employees and the State of California as outlined in Labor Code § 2699(m).

137. Labor Code section 2699(f)(2) generally establishes a $100 civil penalty per aggrieved employee per pay period for violations without specifically prescribed civil penalties, subject to statutory reductions and exceptions, and provides for a $200 penalty only where the conditions specified in section 2699(f)(2)(B) are established.

138. Defendants are liable to the State of California and Plaintiff and the Aggrieved Employees for the civil penalties outlined in this Complaint.

139. Plaintiff is also entitled to an award of attorneys' fees and costs.

**140.** Wherefore, Plaintiff and the Aggrieved Employees request relief as hereinafter provided.

## Relief Requested

WHEREFORE, Plaintiff, on behalf of the State of California and the Aggrieved Employees, requests the following relief:

a. For civil penalties against Defendant to the fullest extent permitted by PAGA and the Labor Code;

b. For allocation and distribution of civil penalties as provided by Labor Code section 2699;

c. For reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1), Labor Code section 2802(c), California Code of Civil Procedure section 1021.5, and any other applicable law;

d. For pre-judgment and post-judgment interest to the fullest extent permitted by law;

e. For declaratory relief that Defendant's policies, practices, and conduct violated the Labor Code as alleged herein, to the extent permitted in a PAGA action; and

f. Such other and further relief as this Court deems just and proper.

Dated: November 11, 2026

**Laurel Employment Law APC**

Julie Takash

Julie Takash, Esq.

*Attorneys for Plaintiff, on Behalf of the State of California and Aggrieved Employees*

# Exhibit A

Julie Takash, Esq.
julie@laurelemploymentlaw.com

LAUREL
EMPLOYMENT LAW

July 7, 2026

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorney General Act (PAGA) – Filing
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAfilings@dir.ca.gov

| | |
|---|---|
| Re: | Private Attorneys General Act of 2004 ("PAGA") Notice |
| Claimant: | Shirley Braginton |
| Employer: | National Community Renaissance d/b/a National CORE and Does 1-50 |

Dear PAGA Administrator:

Pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698, *et seq.*, Shirley Braginton ("Claimant") intends to bring a civil action against National Community Renaissance d/b/a National CORE ("Employer") and Does 1-10, individually and on behalf of the State of California and all other Aggrieved Employees. This letter serves as Claimant's written notice pursuant to Labor Code § 2699.3(a)(1), providing the Labor and Workforce Development Agency ("LWDA") the opportunity to investigate the alleged claims contained herein of the specific provisions of the Labor Code allegedly violated by Employer and the facts and theories in support of said allegations. The information contained herein is based on the currently available information and belief.

If the LWDA does not intend to investigate the alleged violations, Claimant intends to file a representative civil action pursuant to PAGA to recover civil penalties on behalf of the State and all other Aggrieved Employees. A copy of this Notice is being sent to Employer by certified mail at the address above.

Identity of "Aggrieved Employees"

Claimant intends to pursue PAGA civil penalties on behalf of the State of California, and on behalf of other current and former employees of the entities/individuals referenced below who performed non-exempt work for said entities/individuals and were either: 1) classified as a non-exempt employee or 2) should have been classified as a non-exempt employee. Said employees are limited to employees performing work for said entities/individuals at any time during the relevant limitations period. The employees referred to herein are collectively referred to as "Aggrieved Employees." Claimant is one of the Aggrieved Employees. The names of Aggrieved Employees (other than Claimant) are contained within the personnel, payroll, and other business records of Employer.

Identity and Capacity of Employers/Joint Employers

Claimant intends to pursue a PAGA action against Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and managing agents (collectively referred to as "Employer"). Claimant will seek to hold all owners, directors, officers, and managing agents of Employer, personally liable for said violations to the extent permitted under Labor Code § 558 and/or Labor Code § 558.1.

All business entities referenced herein were the alter-egos of every other entity and individual referenced herein. There exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Furthermore, each of the business entities was, and at all times mentioned herein, a mere shell, an instrumentality, and a conduit through which the other above-referenced entities/individuals carried out their business, exercising complete control and dominance over the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Claimant will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

It should further be noted that Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint Employers of Aggrieved Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Aggrieved Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Aggrieved Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Aggrieved Employees.

Violations/Supporting Facts and Theories

At all times herein, Employer operates a Nonprofit Corporation. Employer is based in Palm Desert, Riverside County, California.

Employer provides affordable housing management and compliance services, managing a portfolio of affordable housing properties. Employer operates within the State of California. It has employed/jointly employed Employees (including Claimant) to perform work and services in furtherance of its business and joint enterprise interests.

Claimant has worked for Employer from approximately June 2025 to October 2025 as a Compliance Specialist. Throughout Claimant's employment, Claimant was subjected to Employer's common policy, frequently preventing Claimant from receiving overtime wages for hours worked beyond the standard workday, receiving timely reimbursement for necessary business expenses (including mileage), receiving wages paid on time and in full within statutory pay periods, and receiving accurate itemized wage statements reflecting all hours worked and compensation owed — including as a result of Employer's practice of instructing employees to clock out at 5:00 p.m. while continuing to work until approximately 9:00 p.m. without overtime compensation.

At all relevant times, at least one year prior to the date of this Notice, Employer subjected Claimant and other Aggrieved Employees to policies and practices that caused violations of the Labor Code as described herein. Claimant now seeks civil penalties on behalf of all Aggrieved Employees and the State of California, based on alleged violations of the Labor Code and applicable IWC Wage Order(s), including civil penalties pursuant to Labor Code § 558(a). Claimant's claims are set forth in further detail below.

For reasons set forth herein, Claimant alleges the following violations of the Labor Code and applicable IWC Wage Order on behalf of himself and all other non-exempt Aggrieved Employees of Employer:

1. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194)
2. Failure to Reimburse Business Expenses (Lab. Code § 2802)
3. Failure to Timely Pay Wages When Due (Lab. Code § 204)
4. Failure to Timely Pay Final Wages at Separation (Lab. Code §§ 201–203)
5. Failure to Maintain Payroll Records (Lab. Code §§ 1174, 1174.5)
6. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a))
7. Failure to Provide Wage-Statement Records Upon Request (Lab. Code § 226(b)(c))

Employer's Labor Code violations, thus, include the following:

**Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194)**

Labor Code § 510 and Labor Code § 1194, together with the applicable IWC Wage Order, impose a non-waivable duty on Employer to pay overtime compensation at the required premium rates for all hours worked beyond eight hours in a day, forty hours in a week, or as otherwise mandated. This obligation ensures employees receive proper compensation for all overtime worked and prohibits policies or practices that result in unpaid or underpaid overtime. Claimant

asserts this Cause of Action solely for civil penalties under PAGA, as provided by Labor Code § 2699(a), on a representative basis and subject to the prefiling steps in Labor Code § 2699.3.

Claimant and Aggrieved Employees were subjected to Employer's policy of requiring employees to work beyond their scheduled shift hours without receiving overtime compensation. A supervisor knowingly instructed employees across multiple work locations to remain on the job until approximately four hours past their scheduled end time, while simultaneously directing them to clock out at their regular time, thereby concealing the overtime hours worked. Employer willfully refused to pay any overtime premium wages for the additional hours performed, explicitly stating that no overtime compensation would be provided. This practice affected employees at numerous locations simultaneously and was carried out as a deliberate company-wide directive rather than an isolated incident.

This Cause of Action seeks civil penalties on a representative basis. Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties under PAGA on behalf of all Aggrieved Employees arising from the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Reimburse Business Expenses (Lab. Code § 2802)

Labor Code § 2802 and the applicable IWC Wage Order impose a non-waivable duty on the Employer to reimburse employees for all necessary expenditures or losses incurred as a direct consequence of performing their job duties or obeying the Employer's directions. This duty prohibits any policy or practice that shifts the cost of business-related expenses to employees or denies reimbursement for tools, equipment, mileage, supplies, or other job-required outlays. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling steps outlined in Labor Code § 2699.3.

Claimant and Aggrieved Employees incurred necessary business expenses in the course of performing their job duties at Employer's direction, including mileage driven for required work-related travel to a corporate location. Employer's supervisor expressly confirmed in writing that Claimant would be reimbursed for the mileage she incurred during a mandatory training trip, yet Employer intentionally failed to provide that reimbursement despite Claimant's repeated written requests to multiple members of management, payroll, and finance personnel. Claimant's last day of employment arrived without the promised reimbursement ever being issued. Other employees similarly incurred unreimbursed mileage expenses while performing duties at Employer's direction.

This Cause of Action seeks civil penalties on a representative basis. Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties under PAGA on behalf of all Aggrieved Employees arising from the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Timely Pay All Wages Owed (Lab. Code § 204)

Labor Code § 204 imposes a non-waivable duty on Employer to pay all earned wages, including commissions and incentive compensation, no less frequently than semimonthly or on other lawfully designated paydays, as established by the statute and any applicable IWC Wage Order. This requirement ensures employees receive timely payment for all hours worked in compliance with statutory deadlines and wage orders. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling steps outlined in Labor Code § 2699.3.

Claimant and Aggrieved Employees earned wages, including overtime compensation, that Employer knowingly withheld and failed to pay within the required statutory pay periods. By directing employees to clock out at their scheduled end time while requiring them to continue working for several additional hours, Employer ensured that the wages earned during those additional hours were never included in any paycheck issued to affected employees. The mileage reimbursement owed to Claimant also remained unpaid across multiple consecutive pay periods despite written confirmation of the obligation and repeated follow-up requests. Employer's failure to pay these earned amounts on designated paydays was the direct result of its own directives and inaction.

This Cause of Action seeks civil penalties on a representative basis. Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties under PAGA on behalf of all Aggrieved Employees arising from the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Timely Pay All Wages Upon Separation of Employment (Lab. Code §§ 201–204)

Labor Code §§ 201 through 204, along with the applicable IWC Wage Order, impose a non-waivable duty on Employer to pay all earned final wages, including accrued but unpaid compensation, immediately upon discharge or within seventy-two hours after voluntary separation without notice. This requirement prohibits any policy or practice that causes delay, underpayment, or nonpayment of final wages at separation. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps outlined in Labor Code § 2699.3.

Claimant and Aggrieved Employees were owed all earned wages and reimbursable expenses at the time of separation from employment. At the conclusion of Claimant's employment, Employer had not paid the full amount of wages and reimbursements due to her, as the mileage reimbursement that Employer's supervisor had expressly promised in writing remained outstanding through her final day of work. Overtime wages that had been earned but deliberately excluded from prior paychecks were similarly unresolved at the time of separation. Employer's failure to tender all amounts owed at the time of Claimant's separation was a direct and foreseeable result of its own ongoing payroll practices and deliberate non-payment decisions.

This Cause of Action seeks civil penalties on a representative basis. Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the

challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties under PAGA on behalf of all Aggrieved Employees arising from the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Maintain Payroll Records (Lab. Code §§ 1174, 1174.5)

Labor Code § 1174 and Labor Code § 1174.5, as well as the applicable IWC Wage Order, impose a non-waivable duty on Employer to accurately keep, maintain, and preserve complete payroll records showing hours worked, wages paid, and other required data for each employee for a period of at least three years. This duty includes ensuring that such records are available for inspection and copying by employees and state officials upon request. Any policy or practice that causes records to be missing, incomplete, inaccurate, or not produced as required constitutes a violation of this policy. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling steps outlined in Labor Code § 2699.3.

Claimant and Aggrieved Employees were subject to Employer's practice of recording inaccurate time data that did not reflect the hours they actually worked. A supervisor willfully directed employees to clock out at their scheduled end time while continuing to work for several additional hours, resulting in timekeeping records that systematically understated actual hours worked. Employer then manually altered timesheet records to reflect the false clock-out times rather than the actual time employees stopped working. As a result, Employer's payroll records did not accurately capture the hours worked, wages earned, or overtime owed for each affected employee during the relevant pay periods.

This Cause of Action seeks civil penalties on a representative basis. Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties under PAGA on behalf of all Aggrieved Employees arising from the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a))

Labor Code § 226(a) and the applicable IWC Wage Order impose a non-waivable duty on Employer to furnish each employee with accurate, itemized wage statements that set forth all required information, including hours worked, wages earned, pay periods, deductions, and employer identification details. Employer must not adopt any policy or practice that results in missing, incomplete, or inaccurate wage statements, or otherwise frustrates employees' ability to verify and understand their compensation. Claimant asserts this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps outlined in Labor Code § 2699.3.

Claimant and Aggrieved Employees received wage statements that did not accurately reflect the total hours they worked or the full wages they had earned during each pay period. Because Employer knowingly directed employees to record an earlier clock-out time than the hour they actually stopped working, the hours reflected on employee wage statements were artificially

understated. This meant that the overtime hours worked and the corresponding premium wages owed were entirely absent from the wage statements issued to affected employees. Employer's practice of falsifying time records made it impossible for employees to use their wage statements to verify that they had been paid correctly for all time worked.

This Cause of Action seeks civil penalties on a representative basis. Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties under PAGA on behalf of all Aggrieved Employees arising from the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Wage-Statement Records Upon Request (Lab. Code § 226(b)(c))

Labor Code § 226(b) and Labor Code § 226(c), as well as the applicable IWC Wage Order, impose a non-waivable duty on Employer to permit employees to inspect or copy their wage statements upon request within the statutory timeframes. This obligation requires the Employer to maintain a process for promptly responding to such requests. It prohibits any policy or practice that results in the delay or denial of access to these records, as regulated under Labor Code § 226(b) and 226(c). Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling requirements outlined in Labor Code § 2699.3.

Claimant and Aggrieved Employees were denied meaningful access to their wage statement records during and after the employment relationship. Claimant was unable to access her wage statements through Employer's systems, and Employer did not provide a reliable mechanism for employees to promptly inspect or obtain copies of their payroll records upon request. Despite Claimant's outreach to multiple members of Employer's management, payroll, and finance teams regarding compensation-related concerns, Employer failed to respond or provide the requested records. Employer's failure to make these records accessible prevented Claimant and other affected employees from identifying and verifying the wage violations that had occurred.

This Cause of Action seeks civil penalties only on a representative basis. Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties under PAGA on behalf of all Aggrieved Employees arising from the alleged violations of the Labor Code and applicable IWC Wage Orders.

Attorneys' Fees, Costs, Interest, and Penalties

Labor Code §§ 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.*, give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code § 2699(m), Aggrieved Employees are entitled to collect 35% of the civil penalty assessment. Accordingly, Employer is liable for these items in addition to the unpaid

wages. Claimant has already incurred actual damages, costs, and attorney's fees and will continue to incur costs because of Employer's unlawful actions.

Conclusion

If the State of California intends to investigate the matters set forth herein, please notify our offices as soon as possible, as prompt administrative action will enable the unlawful identified practices to be rectified in a timely manner. If the State of California does not send notification of its intent to investigate the alleged violations set forth herein, then pursuant to Labor Code §§ 2698, *et seq.* (PAGA), Claimant reserves the right to file a PAGA cause of action seeking all available damages, penalties, and remedies as well as attorneys' fees, interest, and costs against Employer, as permitted under the PAGA. Should the State of California require any additional information, please do not hesitate to contact the undersigned.

Sincerely,

Julie Takash

Julie Takash (State Bar No. 337488)
LAUREL EMPLOYMENT LAW APC
808 Wilshire Boulevard, Suite 200
Santa Monica, California 90401
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julie@laurelemploymentlaw.com

CC via Certified Mail:

National Community Renaissance d/b/a National CORE
c/o Registered Agent: CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 808 Wilshire Blvd, Suite 200, Santa Monica, CA 90401.

On July 8, 2026, I served the following document(s) described as: **PAGA NOTICE** on the interested parties in this action as follows:

**National Community Renaissance d/b/a National CORE**
**c/o Registered Agent: CSC - Lawyers Incorporating Service**
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

☒ BY CERTIFIED MAIL: I caused such envelope, with postage thereon fully prepaid, to be deposited for collection and mailing with the United States Postal Service via certified mail, return receipt requested, addressed as set forth above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 8, 2026, at Santa Monica, California.

Kyle Kenlay
KYLE KENLAY

Gmail

Kyle Kenlay <kyle@laurelemploymentlaw.com>

## State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

1 message

**LWDA DO NOT REPLY** <lwdadonotreply@dir.ca.gov> Tue, Jul 7, 2026 at 6:29 PM
To: "kyle@laurelemploymentlaw.com" <kyle@laurelemploymentlaw.com>

Thank you for your payment.

Order Information
Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1189366-26
Submission Type: PAGA Notice
Order Number: ORD-000364895
Total:$75.00
Card Type: Visa
Date: 7/7/2026

Billing Information
Name: Kyle Kenlay
Email: kyle@laurelemploymentlaw.com
Billing Address:
1812 Linda Vista Ave.
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