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November 21, 2024

VIA ONLINE FILING

Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
PAGAfilings@dir.ca.gov

RE: *Parra, et al. vs. The Roland Center, et al.*

Dear Representative:

This office represents Melissa Parra and Anthony Aceveda (“**Employees**”) with respect to their claims under the California Labor Code against The Roland Center and San Gabriel Valley Training Center (collectively, “**Employers**”). Employee Parra has been employed by Employer as a non-exempt employee in California from approximately March 2023 through the present. Employee Aceveda has been employed by Employer as a non-exempt employee in California from approximately April 4, 2023 through the present.

Employees are informed that Employer is in the business of providing developmental and vocational rehabilitation services to adults with disabilities throughout California, including in Los Angeles County. Throughout Employees’ employment with Employer, Employees were responsible for picking up assigned clients and transporting, accompanying, and monitoring the assigned clients during outings, such as to senior centers.

Employees intend to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 (“**PAGA**”). Employees are seeking penalties on behalf of the State of California and aggrieved non-exempt hourly employees of Employer in the State of California during the one year immediately preceding the filing of this complaint through the present date (“**aggrieved employees**”). This letter is being sent in compliance with California Labor Code section 2699.3.

As outlined below and throughout this complaint, Employer violated several of California’s wage and hour laws during Employees’ employment.

1. FAILURE TO PROVIDE MEAL PERIODS.

Employer failed to provide Employees and aggrieved employees with all statutorily mandated meal periods due to Employer's policy/practice of requiring Employees and aggrieved employees to remain on-duty and responsive to accompany and monitor their assigned clients throughout the entirety of their shifts without interruption, and/or of not relieving aggrieved employees to take a meal period until after the fifth hour of their shift. Upon information and belief, Employer has not entered into valid written on-duty meal period agreements with Employees or aggrieved employees. Thus Employer, as a matter of policy/practice, failed to provide Employee and aggrieved employees (1) an uninterrupted and duty-free 30-minute first meal period before the end of their fifth hour of work. Nonetheless, in the event that a required meal period was not in fact provided, Employer did not in all instances pay Employees or, upon information and belief, aggrieved employees the meal period premiums required by Labor Code § 226.7.

Accordingly, Employer violated the applicable Wage Orders including but not limited to Wage Order No. 5 (Cal. Code Regs. tit. 8 § 11050(11)(A)), California Labor Code §§ 226.7(a), 512(a) and 1198.

Employees and aggrieved employees did not receive the premium pay for the meal periods which were not provided to them. As such, Employer violated the applicable Wage Orders including but not limited to Wage Order 5 (Cal. Code Regs. tit. 8 § 11050(11)(B)), and California Labor Code sections 226.7(b) and 1198.

Employees and Aggrieved employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order 5; and/or other applicable Wage Orders, and California Labor Code §§ 226.7, 516, 558, 1199; and attorneys' fees and costs.

2. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS.

Employer failed to authorize and permit Employees and Aggrieved employees to take all required rest periods during their shifts because of Employer's policy/practice of requiring Employees and aggrieved employees to remain on-duty and responsive to accompany and monitor their assigned clients throughout the entirety of their shifts without interruption. As a result, Employees and aggrieved employees were not authorized and permitted to take any duty-free rest periods throughout their employments with Employer. Despite Employer's failure to authorize and permit all required rest periods, Employer never provided Employees and aggrieved employees with an hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7.

Accordingly, Employer violated Wage Order No. 5 (Cal. Code Regs. tit. 8 § 11050(12)(A)), California Labor Code sections 226.7(a), 512(a), and 1198.

Despite Employer's failure to authorize and permit all required rest periods due to their uniform and unlawful practices, Employer never provided Employees and aggrieved employees with an hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7. Accordingly, Employer violated Wage Order 5 (Cal. Code Regs. tit. 8 § 11050(12)(B)) and California Labor Code sections 226.7(b) and 1198.

Employees and aggrieved employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order 5; and/or other applicable Wage Orders, and California Labor Code §§ 226.7, 516, 558, 1199; and attorneys' fees and costs.

3. EXPENSE REIMBURSEMENT VIOLATIONS

During the relevant period, Employer required Employees and, on information and belief, other aggrieved employees (1) to use their personal cell phones to clock-in/out during their shifts and to receive calls from superiors and from residences and/or guardians of assigned clients, and (2) to use their personal vehicles to perform their job duties. Although Employees and, on information and belief, other aggrieved employees incurred these expenses at the direction of Employer and/or in the direct discharge of their job duties, Employer did not reimburse Employees and, on information and belief, other aggrieved employees for such necessary work expenditures as mandated by Labor Code § 2802.

Employees and aggrieved employees will therefore seek PAGA default penalties; and attorneys' fees and costs.

4. TIMING OF PAYMENT DURING EMPLOYMENT VIOLATIONS.

As to each pay period, the timing of payments has been violated since Employees and aggrieved employees were not paid all the wages they were owed (meal period premium wages, rest period premium wages). Accordingly, Employer violated California Labor Code section 204(a).

Employees and aggrieved employees will therefore seek PAGA default penalties and California Labor Code §§ 210, 558.1, and 1199 penalties; and attorneys' fees and costs.

5. PAYCHECK STUB VIOLATIONS.

The pay stubs provided to Employees and aggrieved employees failed to accurately state, among other requirements, (1) total hours worked by employees, (2) the gross and net wages earned, and (3) all applicable rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

Employees and aggrieved employees will therefore seek PAGA default penalties; California Labor Code §§ 226(e)(1), 226.3, 558.1, and 1199 penalties; and attorney's fees and costs.

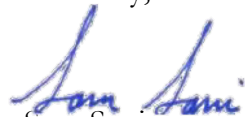
6. RECORD-KEEPING VIOLATIONS.

Employer has no accurate records relating to Employees and aggrieved employees' meal periods, rest periods, total daily hours worked, total hours worked per payroll period and applicable pay rates.

Accordingly, Employer violated the applicable Wage Orders including but not limited to Wage Order No. 5 (Cal. Code Regs. tit. 8 § 11050(7)(A)); California Labor Code sections 1198, and 1174(d).

Employees and aggrieved employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 5, and/or other applicable Wage Orders; California Labor Code §§ 558.1, and 1174.5 penalties; and attorneys' fees and costs.

Sincerely,



Sam Sani

Notice provided to Employer via Certified Mail (7015 0640 0003 8088 8055)

Allen Erol, Agent for Service of Process
The Roland Center
400 S. Covina Blvd.
La Puente, CA 91746

Notice provided to Employer via Certified Mail (7015 0640 0003 8088 8048)

San Gabriel Valley Training Center
400 S. Covina Blvd.
La Puente, CA 91746