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November 12, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Ayla Espinoza v. The Boys & Girls Clubs of Kern County*

Dear PAGA Administrator:

This office represents Ayla Espinoza in connection with her claims under the California Labor Code. Ms. Espinoza was an employee of THE BOYS & GIRLS CLUBS OF KERN COUNTY ("BGCKC").

The employer may be contacted directly at the addresses below:

THE BOYS & GIRLS CLUBS OF KERN COUNTY
801 NILES STREET
BAKERSFIELD, CA 93305

THE BOYS & GIRLS CLUBS OF KERN COUNTY
PO BIN 5J
BAKERSFIELD, CA 93385

Ms. Espinoza intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Espinoza seeks relief on behalf of herself, the State of California, and other persons who are or were employed by BGCKC as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

BGCKC employed Ms. Espinoza as an hourly paid, non-exempt employee from approximately December 2022 to April 2024. Ms. Espinoza worked for BGCKC as an Activity Leader for BGCKC at its school location in Bakersfield, California. During her employment, Ms. Espinoza typically worked six (6) hours or more per day and five (5) days per week. At the time Ms. Espinoza's employment with BGCKC ended, she earned approximately \$18.67 per hour. Her job duties included, without limitation, teaching science, technology, engineering, and mathematics courses to

students from 1st to 6th grade, preparing lessons, assisting students with homework, and completing student attendance reports.

BGCKC committed each of the following Labor Code violations against Ms. Espinoza, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

BGCKC’s Company-Wide and Uniform Payroll and HR Practices

THE BOYS & GIRLS CLUBS OF KERN COUNTY is a California nonprofit organization which provides academic enrichment, physical fitness, nutritional, and life skill programs to children ages 5 to 18 from kindergarten to high school. Upon information and belief, BGCKC maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Bakersfield, California, for all non-exempt, hourly paid employees working for BGCKC in California, including Ms. Espinoza and other aggrieved employees. At all relevant times, BGCKC issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Espinoza and other aggrieved employees, regardless of their location or position.

Upon information and belief, BGCKC maintains a centralized Payroll department at its corporate headquarters in Bakersfield, California, which processes payroll for all non-exempt, hourly paid employees working for BGCKC in California, including Ms. Espinoza and other aggrieved employees. Further, BGCKC issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Ms. Espinoza and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, BGCKC utilized the same methods and formulas when calculating wages due to Ms. Espinoza and other aggrieved employees in California.

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the Industrial Welfare Commission (“IWC”). The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. tit. 8, § 11040(2)(K) (defining “Hours Worked”).

During the relevant time period, BGCKC had, and continues to have, a company-wide policy and/or practice of requiring Ms. Espinoza and other aggrieved employees to perform work off-the-clock before and after their scheduled shifts. Pursuant to this policy, on information and belief, BGCKC’s

¹ These facts, theories, and claims are based on Ms. Espinoza’s experience and counsel’s review of those records currently available relating to Ms. Espinoza’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Espinoza reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

management would alter and/or falsify time records to shave off time Ms. Espinoza and other aggrieved employees spent working to avoid payment of additional wages. For example, Ms. Espinoza was required to work for approximately seven (7) minutes and three (3) times per week after her scheduled shifts, returning to the classroom and completing cleaning duties, such as putting away materials and supplies. Similarly, other aggrieved employees were required to work before their scheduled shifts to prepare materials and lesson plans before students arrived for the day. When Ms. Espinoza and/or other aggrieved employees attempted to record this time spent working before and/or after their shifts, on information and belief, BGCKC's managers adjusted their time records to shave off this time worked and avoid the payment of additional wages.

Moreover, BGCKC required Ms. Espinoza and other aggrieved employees to complete mandated training sessions relating to safety, instruction, and other procedures. Due to the heavy workload and the need to constantly supervise their students, Ms. Espinoza and other aggrieved employees were not always able to complete these training sessions on the clock and were forced to complete them at home on their own time. For example, Ms. Espinoza spent approximately 20 minutes each month completing safety training quizzes while off-the-clock. As a result, Ms. Espinoza and other aggrieved employees were subject to BGCKC's control outside of their shifts but were not compensated for this time.

BGCKC knew or should have known that as a result of these company-wide practices and/or policies, Ms. Espinoza and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts, and were suffered or permitted to perform work for which they were not paid. BGCKC did not pay minimum wages for all hours worked by Ms. Espinoza and other aggrieved employees in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, BGCKC regularly failed to pay at least minimum wages to Ms. Espinoza and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Espinoza and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BGCKC into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable IWC Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

During the relevant time period, BGCKC willfully failed to pay all overtime wages owed to Ms. Espinoza and other aggrieved employees. During the relevant time period, Ms. Espinoza and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were not recorded.

As stated above, BGCKC had a company-wide policy and/or practice of requiring Ms. Espinoza and other aggrieved employees perform various work-related tasks while off-the-clock before and after their shifts, including, but not limited to, cleaning classrooms, preparing materials and lesson plans, and completing training. BGCKC failed to track this time Ms. Espinoza and other aggrieved employees spent working off-the-clock, and Ms. Espinoza and other aggrieved employees received no compensation for this time. As also stated, on information and belief, due to BGCKC's management altering and/or falsifying time records, Ms. Espinoza and other aggrieved employees were prevented from recording the entire time worked outside of their scheduled shifts, and thus were not paid for this time.

BGCKC knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Espinoza and other aggrieved employees were performing their assigned duties off-the-clock outside of their shifts, and were suffered or permitted to perform work for which they were not paid. Because Ms. Espinoza and other aggrieved employees sometimes worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Espinoza and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

BGCKC's failure to pay Ms. Espinoza and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Espinoza and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BGCKC into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, BGCKC regularly failed to authorize and permit Ms. Espinoza and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. BGCKC had policies and/or practices of staffing its programs such that there were too few employees on duty to provide continuous supervision of students and provide rest

period coverage to Ms. Espinoza and other aggrieved employees. As a result, Ms. Espinoza and other aggrieved employees were not relieved of all duty in order to take compliant rest periods. BGCKC also failed to schedule rest periods, which, coupled with BGCKC's failure to provide adequate rest period coverage, further led to Ms. Espinoza and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, BGCKC maintained a company-wide on-premises rest period policy, which mandated that Ms. Espinoza and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Espinoza and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, BGCKC effectively maintained control over Ms. Espinoza and other aggrieved employees during rest periods.

As a result of BGCKC's practices and policies, Ms. Espinoza and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Espinoza would have to forgo her rest periods altogether due to the lack of rest period coverage.

BGCKC also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Espinoza and other aggrieved employees have not received all premium pay for missed rest periods.

Accordingly, BGCKC failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Espinoza and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BGCKC into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, BGCKC has knowingly and intentionally provided Ms. Espinoza and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, BGCKC issued uniform wage statements to Ms. Espinoza and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and

the corresponding number of hours worked at each hourly rate. Specifically, BGCKC violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because BGCKC did not record the time Ms. Espinoza and other aggrieved employees spent working off-the-clock, BGCKC did not list the correct amount of gross wages and net wages earned by Ms. Espinoza and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, BGCKC failed to accurately list the total number of hours worked by Ms. Espinoza and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, 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” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), BGCKC willfully failed to maintain accurate payroll records for Ms. Espinoza and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, BGCKC engaged in company-wide practices and/or policies of failing to record actual hours worked and thereby failed to keep accurate records of work period start and end times for Ms. Espinoza and other aggrieved employees in violation of section 1198.

Because BGCKC failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Espinoza and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Espinoza and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Espinoza and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BGCKC into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, BGCKC willfully failed to pay Ms. Espinoza and other aggrieved employees all wages due including, but not limited to, minimum wages, overtime wages, and/or rest period premiums, within the time periods specified by California Labor Code section 204.

Ms. Espinoza and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BGCKC into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

BGCKC willfully failed to pay Ms. Espinoza and other aggrieved employees who are no longer employed by BGCKC the earned and unpaid wages set forth above, including but not limited to, minimum wages, overtime wages, and/or rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving BGCKC's employ.

Ms. Espinoza and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BGCKC into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, during the relevant time period, BGCKC, on a company-wide basis, required that Ms. Espinoza and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Espinoza used her personal cellular phone and mobile data to download and use a mobile application, “ADP Mobile Solutions,” to clock in and out for her shifts and/or meal periods. As another example, Ms. Espinoza used her personal cellular phone to communicate with managers regarding work-related issues. Furthermore, Ms. Espinoza and other aggrieved employees were required to use their personal computers and/or home internet service plans in order to complete training sessions at home. Although BGCKC required Ms. Espinoza and other aggrieved employees to utilize their personal mobile devices, mobile data, and/or home internet service to carry out their work-related responsibilities, BGCKC failed to reimburse them for these costs.

Second, during the relevant time period, BGCKC, on a company-wide basis, required that Ms. Espinoza and other aggrieved employees purchase supplies, tools, and/or equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Ms. Espinoza spent approximately \$15 per month on supplies such as pens, stickers, erasers, and pencils, because BGCKC failed to provide her with the necessary supplies, tools, and/or equipment needed to complete her assigned duties. Although BGCKC required Ms. Espinoza and other aggrieved employees to purchase supplies to carry out their work-related responsibilities, BGCKC failed to reimburse them for their out-of-pocket cost.

BGCKC could have provided Ms. Espinoza and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and supplies, tools, and/or equipment; or, BGCKC could have reimbursed employees for the costs of their mobile device usage, home internet usage, and supplies, tools, and/or equipment. Instead, BGCKC passed these operating costs onto Ms. Espinoza and other aggrieved employees. At all relevant times, Ms. Espinoza did not earn at least two (2) times the minimum wage.

Thus, BGCKC had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Espinoza and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring BGCKC into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

On information and belief, BGCKC failed, on a company-wide basis, to provide written notice to Ms. Espinoza and other aggrieved employees that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, BGCKC failed to provide Ms. Espinoza and other aggrieved employees with the minimum and overtime rate(s) of pay in violation of section 2810.5(a)(1)(A) and the regular payday designated by the employer, in violation of section 2810.5(a)(1)(C). Instead, the wage theft form that BGCKC provided to Ms. Espinoza is blank where the aforementioned wage information should be filled in. BGCKC's failure to provide Ms. Espinoza and other aggrieved employees with written notice of basic information regarding their employment with BGCKC is in violation of California Labor Code section 2810.5.

Ms. Espinoza and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BGCKC into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision 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 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." BGCKC, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Espinoza's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Espinoza seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Espinoza acting in the public interest as a private attorney general, seeks assessment

and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against BGCKC for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Espinoza seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

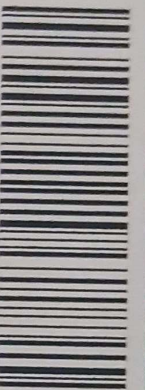
Anthony Castillo
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,


Anthony Castillo

Copy: THE BOYS & GIRLS CLUBS OF KERN COUNTY (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



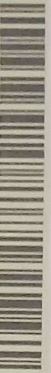
7022 2410 0000 2265 0809

THE BOYS & GIRLS CLUBS
OF KERN COUNTY
801 NILES STREET
BAKERSFIELD, CA 93305

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

THE BOYS & GIRLS CLUBS
OF KERN COUNTY
801 NILES STREET
BAKERSFIELD, CA 93305



9590 9402 8803 4005 5745 90

2. Article Number (Transfer from service label)

7022 2410 0000 2265 0809

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

C. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail™ Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

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U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

EXTRA SERVICES & FEES (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

Postage \$ 15.34

Pos

\$

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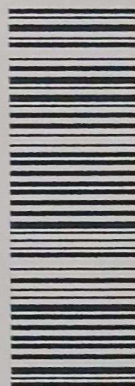
City

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801 NILES STREET
BAKERSFIELD, CA 93305

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA, 90067

7022 2410 0000 2265 0816



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com®

Certified Mail Fee

ESR/05/14

Extra Services & Fees (check box, add fee as appropriate)

0.56

Return Receipt (hardcopy) \$

0.56

Insured (over \$500) \$

0.56

Signature Confirmation™ \$

0.56

Postage

Total 1

Post 1

Street 1

City 1

State 1

Zip 1

PS Form 3800, April 2015 PSN 7530-02-000-9053

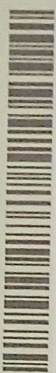
See Reverse for Instructions

THE BOYS & GIRLS CLUBS
OF KERN COUNTY
PO BIN 5J
BAKERSFIELD, CA 93385

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

THE BOYS & GIRLS CLUBS
OF KERN COUNTY
PO BIN 5J
BAKERSFIELD, CA 93385



9590 9402 8803 4005 5745 83

2. Article Number (Transfer from service label)

7022 2410 0000 2265 0816

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

□ Agent

B. Received by (Printed Name)

□ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Priority Mail Express®

☐ Adult Signature Restricted Delivery

☐ Registered Mail™

☐ Certified Mail®

☐ Registered Mail Restricted Delivery

☐ Collect on Delivery

☐ Signature Confirmation™

☐ Collect on Delivery Restricted Delivery

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt