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September 8, 2026

Via Certified Mail, Return Receipt Requested

Community Action Partnership of Kern
1300 18th Street, Suite 200
Bakersfield, CA 93301
Tracking #9489 0090 0027 6780 5125 93

Community Action Partnership of Kern
300 19th Street
Bakersfield, CA 93301
Tracking #9489 0090 0027 6780 5126 09

Notice of Labor Code Violations
Pursuant to California Labor Code Section 2698, *Et Seq.*

To: California Labor and Workforce Development Agency; Community Action Partnership of Kern

From: Alice Hernandez, on behalf of herself and all other current and former hourly-paid or non-exempt employees of Community Action Partnership of Kern

Re: ***Alice Hernandez v. Community Action Partnership of Kern***

To Whom It May Concern:

Wilshire Law Firm has been retained by your current employee, Ms. Alice Hernandez ("Ms. Hernandez"), to seek compensation and all other available relief, including civil penalties, on her behalf and on behalf of all similarly aggrieved current and former hourly-paid or non-exempt employees of Community Action Partnership of Kern ("CAPK") who have been injured by CAPK's violations of the California Labor Code at any time within the applicable statutory period (collectively with Ms. Hernandez, "Aggrieved Employees"). Ms. Hernandez, on behalf of herself and all other Aggrieved Employees, intends to seek civil penalties, attorneys' fees, costs, and all other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 ("PAGA"). The

purpose of this letter is to comply with PAGA and to set forth the facts and theories of the California Labor Code violations at issue.

Ms. Hernandez and Aggrieved Employees suffered each of the Labor Code violations described below.

Ms. Hernandez's Employment with CAPK

CAPK administers a variety of community support and assistance programs¹ geared towards child development, health and nutrition services, community services, and youth and family services; some of these programs include Head Start; Women, Infants & Children ("WIC"); CalFresh Healthy Living; a food bank; Volunteer Income Tax Assistance ("VITA") for tax preparation; migrant services like childcare; afterschool and summer programs for children; services for unsheltered individuals including shelter beds, meals, laundry services, mental health and medical assessment, and pet care; and home weatherization and utility assistance.² CAPK administers these programs at various locations throughout Kern County and surrounding areas.³

Ms. Hernandez works for CAPK as an hourly-paid, non-exempt employee since January 11, 2021 to the present (5.5 years), first as a temporary Administrative Assistant, and now as a Weatherization Scheduler currently earning \$21.40 per hour. Ms. Hernandez works in-person in Bakersfield, California for CAPK's Energy Program geared toward assisting families with weatherizing their homes to save on energy costs.

Ms. Hernandez typically works shifts of 8 or more hours per workday, 5 days per workweek. Ms. Hernandez works in CAPK's home weatherization program, which assists low-income families to weatherize their homes. As a Weatherization Scheduler, Ms. Hernandez's job responsibilities include handling inbound and outbound calls with installers and clients, scheduling appointments, reviewing client files to determine next steps for home repairs, and updating spreadsheets regarding in-progress repairs.

Due to the demanding daily workload combined with CAPK's practice of discouraging overtime, CAPK frequently failed to provide Ms. Hernandez legally compliant meal periods and failed to authorize and permit legally compliant rest breaks. For example, Ms. Hernandez's supervisors often interrupted Ms. Hernandez's meal periods with work-related discussions, some time-sensitive, some not. Similarly, Ms. Hernandez's supervisors often interrupted Ms. Hernandez's rest breaks with work-related discussions just like her meal periods, so CAPK effectively failed to authorize and permit Ms. Hernandez to take legally compliant rest breaks. Next, Ms. Hernandez also worked off the clock at both the start and the end of her shifts. Ms. Hernandez normally arrives at work about 10 minutes before her scheduled start time because it takes her computer

¹ CAPK owns and operates a business within the State of California. As such and based on all of the facts and circumstances incident to its business in California, CAPK is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

² <https://www.capk.org/> (last accessed August 30, 2026).

³ <https://www.capk.org/locations/> (last accessed August 30, 2026).

about that long to boot up in the morning from being turned off, and some of her supervisor's meetings begin at the start of her shift, so she needs to be available beforehand in case her supervisor needs her to do something for that meeting like let the attendees know he's running late. Ms. Hernandez does not clock in until her scheduled start time, however. During this 10-minute period while she is off the clock, Ms. Hernandez's supervisors ask her to perform miscellaneous tasks, such as scheduling appointments or checking a client's file. Similarly, at the end of her shifts, about three times per week, Ms. Hernandez has to continue working after clocking out at the end of her scheduled shift, because she is in the middle of a phone call that she needs to wrap up. Ms. Hernandez is required to finish this work off the clock because employees are required to finish their tasks but are discouraged from working overtime due to budgetary shortfalls. On days when Ms. Hernandez is not working, Ms. Hernandez's supervisors still call her to ask her to complete various tasks. In response, Ms. Hernandez contacts employees who are working and passes the assignments on to them to complete. CAPK's supervisors know Ms. Hernandez is working off the clock because supervisors have instructed Ms. Hernandez to handle tasks while she is not clocked in, yet CAPK has failed to adjust her hours worked and thus, have failed to compensate her for this compensable time worked.

Despite repeatedly depriving Ms. Hernandez of an opportunity to take legally compliant meal periods and rest breaks, CAPK failed to provide Ms. Hernandez with adequate meal period premiums, if any. Even worse, CAPK never paid Ms. Hernandez any rest break premiums.

Throughout Ms. Hernandez's employment, CAPK issued Ms. Hernandez inaccurate wage statements because the wage statements failed to show the correct premium wages owed for noncompliant meal periods and rest breaks owed each pay period, the correct number of straight-time and overtime hours worked each pay period, all wages due for all hours worked, the accurate regular rate for premium wages based on quarterly bonuses paid, and the correct gross and net wages earned each pay period and year to date.

Additionally, throughout Ms. Hernandez's employment, CAPK failed to reimburse her for all necessary, business-related expenses she incurred to carry out her duties. For instance, CAPK required Ms. Hernandez to use her personal cell phone to communicate with her manager via calls and text messages during her workday and also on days when she is not working. Additionally, Ms. Hernandez receives calls from third-party installers with whom her supervisors told her to share her personal phone number, in case they need to get into contact with them related to work. Despite knowledge that Ms. Hernandez has been required to use her personal cell phone for work purposes, CAPK has not reimbursed Ms. Hernandez for her cell phone use and other similar necessary, business-related expenses.

In sum, throughout Ms. Hernandez's employment with CAPK, CAPK has failed to pay for all hours worked (including minimum, straight-time, and overtime wages), failed to provide Ms. Hernandez with legally compliant meal periods or premium pay in lieu thereof, failed to authorize and permit Ms. Hernandez to take compliant rest breaks or provide her premium pay in lieu thereof, failed to timely pay Ms. Hernandez wages owed every pay period during employment, failed to furnish timely, accurate itemized wage statements, failed to reimburse Ms. Hernandez for all necessary, business-related expenses, and failed to keep and maintain required records.

These instances are just non-exhaustive examples of the facts and theories Ms. Hernandez asserts, which are developed in further detail below.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, employers must pay employees for all hours worked. “Hours worked” is 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 the employee is required to do so.

In addition, Labor Code sections 510, 1194, and 1198 provide that employees in California shall not be employed more than eight hours in a workday or forty hours in a workweek, unless their employer pays them 1.5 times the employees’ regular rates of pay for hours from 8 to 12 hours and 2 times the employees’ regular rates of pay for all time worked above 12 hours.

Throughout the statutory period, CAPK has failed to pay Aggrieved Employees for all hours worked, including minimum wages, straight-time wages, and overtime wages. That is, Aggrieved Employees were required to perform work off the clock, without compensation, which occurred before shifts began, during meal periods, after clocking out at the end of their shifts, and while off shift on non-working days.

First, CAPK maintained a practice requiring Aggrieved Employees to arrive early before their shifts started to boot up work computers and to be available before supervisors’ meetings started in case supervisors needed to alert the attendees of anything prior to the start of the meeting. Additionally, while waiting for slow computers to boot up, supervisors ask Aggrieved Employees—before Aggrieved Employees have clocked in at their scheduled start times—to perform tasks, such as scheduling appointments and checking client files.

Second, the busy workload combined with CAPK’s practice of discouraging overtime causes Aggrieved Employees to clock out before overtime hours started at the end of their scheduled shifts but continue working to finishing up tasks or calls with a client.

Third, CAPK’s supervisors call Aggrieved Employees while off shift and not at work to ask Aggrieved Employees to do work assignments. Likewise, third parties called and sent text messages to Aggrieved Employees indiscriminately, without knowledge of or regard to scheduled shift times, which supervisors instructed Aggrieved Employees to respond at all times to keep programs running as smoothly as possible. These calls from supervisors and third parties require Aggrieved Employees to perform work off the clock, the additional time for which supervisors never added to Aggrieved Employees’ timekeeping records to ensure they would be compensated.

As a result, CAPK is liable to Aggrieved Employees for the civil penalties provided for in Labor Code sections 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California Labor Code section 512, employers have an affirmative obligation to relieve

employees of all duty so employees can take their first 30-minute, duty-free meal periods no later than the end of fifth hour of work in a workday and their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. But if any of those meal periods is noncompliant, Labor Code section 226.7 requires employers to pay employees an extra hour of wages at the employees' regular rates of pay for each workday they were not provided a compliant meal period.

Despite these requirements, throughout the statutory period, CAPK failed to provide Aggrieved Employees with 30-minute, uninterrupted, duty-free meal periods in a manner required by law. For instance, CAPK supervisors frequently interrupt Aggrieved Employees' meal periods by approaching Aggrieved Employees who are clocked out, clearly taking their meal periods in the break room or outside picnic area, and initiating discussions pertaining to work-related matters.

As such, CAPK has failed to provide Aggrieved Employees timely, full-length, off-duty, uninterrupted meal periods and has also failed to compensate Aggrieved Employees with corresponding meal period premiums, or else CAPK did pay Aggrieved Employees some meal period premiums owed but not all of them and not at the regular rate of pay. Accordingly, CAPK has failed to provide Aggrieved Employees meal periods or meal period premiums in lieu thereof in compliance with California law.

As a result, CAPK is liable to Aggrieved Employees for the civil penalties provided for in Labor Code sections 210 and 2699(f)(2) for failing to provide meal period premiums.

Failure to Authorize and Permit Rest Breaks

Under California Labor Code section 512, employers are required to authorize and permit employees to take a paid, off-duty, and uninterrupted 10-minute rest break for each four hours of work or major fraction thereof (i.e., more than two hours). Thus, for example, if an employee's work time is between 3.5–6 hours, the employee is entitled to one rest break; but at six hours and one minute, the employee is entitled to two rest breaks. If at least one of those rest breaks is noncompliant, then Labor Code section 226.7 requires employers to pay employees an extra hour of wages at the employees' regular rates of pay for each workday they were not authorized and permitted to take at least one compliant rest break.

Throughout the statutory period, CAPK regularly failed to authorize and permit Aggrieved Employees to take legally compliant rest breaks. Similar to the reasons why Aggrieved Employees' efforts to take compliant meal periods were frustrated—that is, the frequent interruptions from supervisors and other employees—Aggrieved Employees were unable to take compliant rest breaks on a daily basis. CAPK's demanding workloads for employees combined with its practice of discouraging overtime led to Aggrieved Employees having their rest breaks interrupted frequently with work-related discussions from supervisors and others.

Essentially, CAPK asserts control over Aggrieved Employees by understaffing programs, departments, and projects due to thin budgets, which created and fostered an environment where it is impossible for Aggrieved Employees to take each compliant rest break to which they are entitled.

Accordingly, CAPK has failed to authorize and permit Aggrieved Employees to take compliant rest breaks and has also failed to compensate Aggrieved Employees with rest break premiums of an additional hour of pay at the regular rate for each workday on which a noncompliant rest break occurred. CAPK failed to provide these rest break premiums each pay period, but even if CAPK did pay such premiums, CAPK failed to pay those premiums at the regular rate of pay. Thus, because Aggrieved Employees regularly missed their rest breaks at least once per pay period, Aggrieved Employees are entitled to PAGA penalties for each pay period worked.

As a result, CAPK is liable to Aggrieved Employees for the civil penalties provided for in Labor Code sections 210 and 2699(f)(2) for failing to authorize and permit rest breaks and pay rest break premium wages.

Failure to Pay All Earned Wages Owed During Employment

Labor Code section 204 requires employers to pay employees all earned wages twice a month. That is, employees are entitled to be paid twice a month at their regular rates, including all meal period premium wages, all rest break premium wages, and all straight and overtime wages.

Throughout the statutory period here, however, based on CAPK's failure to pay Aggrieved Employees all wages as discussed above (overtime and straight-time wages and meal period/rest break premiums), CAPK has also violated Labor Code section 204.

Furthermore, even if CAPK paid Aggrieved Employees all overtime and straight-time wages and meal period/rest break premiums owed, CAPK still failed to pay all wages owed every pay period, because CAPK did not pay Aggrieved Employees the correct amounts for all overtime wages paid and all premiums paid for noncompliant meal periods and rest breaks. That is, CAPK did not properly calculate the regular rate—did not factor in predetermined performance-based, non-discretionary quarterly bonuses for meeting production quotas—when it made these respective payments to Aggrieved Employees. As a result, CAPK owes Aggrieved Employees these amounts calculated using Aggrieved Employees' correct regular rates of pay that have factored in those quarterly bonuses.

In addition to the PAGA penalties for each violation for each Aggrieved Employee, CAPK is also liable to Aggrieved Employees for civil penalties under Labor Code section 210 for failing to pay all earned wages during employment.

Failure to Furnish Accurate, Itemized Wage Statements

Labor Code section 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each employee an accurate, itemized wage statement that provides: (1) gross wages earned that pay period and that year; (2) total hours worked by the employee that pay period; (3) the number of piece-rate units earned that pay period with the applicable piece rate (for employees paid on a piece-rate basis); (4) all deductions that pay period and that year, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned that pay period and that year; (6) the start and end dates of the pay

period; (7) the employee's name and last four digits of the employee's social security number or employee identification 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 with the employee's corresponding number of hours worked at each hourly rate. An employee is presumed to suffer an injury if any of this information is missing. Lab. Code § 226(e)(2)(B)(iii).

"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." Lab. Code § 226(e)(1).

Throughout the statutory period, CAPK has failed to furnish Aggrieved Employees accurate, itemized wage statements showing the correct number of straight-time and overtime hours worked each pay period, the correct premium wages owed for overtime hours and noncompliant meal periods and rest breaks owed each pay period and earned year to date, all wages due for all hours worked, all bonuses earned, and the correct gross and net wages earned each pay period and year to date, among other things.

Because CAPK has knowingly and intentionally violated Labor Code section 226 by issuing inaccurate wage statements, Aggrieved Employees have suffered injury and damage to their statutorily protected rights. Thus, Aggrieved Employees are entitled to recover from CAPK the greater of (a) their actual damages caused by CAPK's failure to comply with Labor Code section 226(a) or (b) penalties of \$50 for the initial pay period in which a violation occurs plus \$100 for each subsequent violative pay period, up to \$4,000 in penalties per employee. Moreover, CAPK is liable to Aggrieved Employees for the civil penalties provided for in Labor Code section 226.3 for failing to timely furnish accurate, itemized wage statements.

Failure to Reimburse Necessary, Business-Related Expenses

Labor Code section 2802(a) provides that employers shall reimburse their employees for all necessary, business-related expenses or losses incurred by employees in direct discharge of their duties. Throughout the statutory period, CAPK has failed to reimburse Aggrieved Employees for expenses Aggrieved Employees incurred in direct discharge of their duties for CAPK. Such expenses include costs for Aggrieved Employees' usage of personal cell phones.

Even though CAPK provided landline telephones to Aggrieved Employees for use at assigned workstations, CAPK still maintained a practice of contacting Aggrieved Employees on their personal cell phones during the workday and off shift when Aggrieved Employees were not at work or were out in the field. These communications were from supervisors and were made via phone call and text message. Additionally, Aggrieved Employees also received calls and text messages from third parties involved in CAPK's work and/or projects. These third parties had Aggrieved Employees' personal cell phone numbers because supervisors encouraged Aggrieved Employees to provide them so those third parties could contact Aggrieved Employees about work via text message, because text messages could be more convenient for or effective when

communicating with third parties. However, despite knowing that Aggrieved Employees use their personal cell phones for work purposes, CAPK failed to reimburse Aggrieved Employees for cell phone usage and other similar necessary, business-related expenses. In sum, Aggrieved Employees incurred substantial necessary, unreimbursed business-related expenses in carrying out their duties for CAPK.

As a result of violating Labor Code section 2802, CAPK is liable to Aggrieved Employees for the civil penalties provided for in Labor Code sections 2802 and 2699(f)(2) for failing to reimburse Aggrieved Employees for all necessary, business-related expenses.

Failure to Keep and Maintain Required Records

California Labor Code section 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, each employees’ hours worked daily and the wages the CAPK paid to each employee, the number of piece-rate units each employee earned and any applicable piece rate the CAPK paid to each employee. Section 7 of the applicable IWC Wage Order similarly requires employers to keep accurate time records of the times CAPK owed each non-exempt employee a meal period and all start- and stop-times of the meal periods provided to each non-exempt employee each day.

Based on information and belief, throughout the statutory period, CAPK failed to keep accurate and complete payroll records required by law, including but not limited to the following records: total daily hours worked and corresponding wages owed and paid; all applicable rates of pay for each category of those hours worked; overtime and double-time hours worked and corresponding wages owed and paid; premiums for noncompliant meal periods and rest breaks owed and paid; accrued sick time; and accurate, itemized wage statements.

CAPK’s failure to keep accurate and complete payroll records for Aggrieved Employees violates Labor Code sections 1174, 1198, 1199, and section 7 of the applicable IWC Wage Order. These violations subject CAPK to civil penalties under Labor Code sections 558.1, 226.6, 1174.5, and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee, results in a separate civil penalty.⁴

Action for Civil Penalties Under PAGA

In light of the foregoing, Ms. Hernandez alleges that CAPK violated the following Labor Code provisions with respect to all Aggrieved Employees, including herself:

1. Labor Code sections 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight-time wages, and overtime wages;
2. Labor Code section 226.7 and the applicable Wage Order by failing to provide meal periods;

⁴ See Lab. Code § 2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

3. Labor Code section 226.7 and the applicable Wage Order by failing to authorize and permit rest breaks;
4. Labor Code section 204 by failing to pay all earned wages during employment;
5. Labor Code section 1174.5 and the applicable Wage Order by failing to maintain accurate records of hours worked;
6. Labor Code section 226 by failing to provide accurate, itemized wage statements;
7. Labor Code section 2802 by failing to indemnify for necessary expenditures; and
8. Labor Code section 1174 by failing to keep accurate and complete payroll records.

Therefore, on behalf of all Aggrieved Employees, Ms. Hernandez seeks applicable penalties related to the violations alleged above pursuant to PAGA. These include, but are not limited to, penalties for violations of Labor Code sections 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 2802.

Thank you for your attention to this matter. Should you require any additional information, please feel free to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in cursive script that reads "Cheryl Kenner".

Tyler Woods, Esq.
Cheryl A. Kenner, Esq.
Tanner F. Hosfield, Esq.