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November 18, 2026
CA3968

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

HEALTHY COMMUNITY FORUM FOR
THE GREATER SACRAMENTO REGION

KELLY BENNETT
2029 H STREET
SACRAMENTO, CA 95811

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Daniel Dowling ("Plaintiff") and all other Aggrieved Employees of Healthy Community Forum For The Greater Sacramento Region ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Healthy Community Forum For The Greater Sacramento Region in California, including any employees staffed with Healthy Community Forum For The Greater Sacramento Region by a third party, and classified as non-exempt employees during the time period of November 18, 2025 until a date as determined by the Court ("PAGA Period").

Our offices represent Plaintiff and other Aggrieved Employees. Plaintiff was employed by Defendant in California from October of 2025 to June of 2026. During his employment with Defendant, Plaintiff was classified as a non-exempt, hourly paid employee. As such, Plaintiff was entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

Plaintiff worked for Defendant as a Community Health Worker in the Sacramento area. Plaintiff's main job duty was to engage in homeless outreach. This meant that Plaintiff made contact in the field with homeless persons in order to help them access benefits, such as health insurance and housing. Plaintiff typically drove 30-50 miles per day to different spots in the Sacramento area, such as community parks, homeless encampments and parking lots. Plaintiff checked on and assisted around 35 homeless people who were assigned to his

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file. Plaintiff's typical shift was 8 a.m. to 4:30 p.m. Defendant knew or should have known that Plaintiff's recorded work time, which typically mirrored his shift times, did not include all hours actually worked. During the PAGA Period Defendant violated numerous California Labor Codes which affected Plaintiff and other Aggrieved Employees as set forth below.

During the PAGA Period, Plaintiff suffered non-complaint meal and rest breaks in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff's meal breaks were sometimes late (taken after the 5th hour of his shift), interrupted or missed entirely. For example, on Tuesdays and Thursdays, Plaintiff held community outreach events for his clients out in the field at a pre-determined location, such as a library from 11 a.m. to 1 p.m. These events would sometimes last longer than the pre-determined end time causing late meal breaks to occur. Plaintiff's meal breaks were also interrupted from time to time by calls from clients, clinics, or agencies. Plaintiff was interrupted by calls asking about, for example, documentation regarding clients or information regarding upcoming client appointments. Plaintiff also received phone calls during his meal breaks from his clients' probation officers. Plaintiff also missed his meal breaks from time to time due to heavy work volume. Moreover, it was not uncommon for Plaintiff to not take any rest breaks during a given shift. Defendant did not provide Plaintiff all the meal and rest break penalties he was entitled to for the above-referenced violations.

Plaintiff and other Aggrieved Employees also worked while off the clock. As set forth above, during his meal breaks Plaintiff would sometimes be interrupted by work-related issues such as various phone calls from clients, parole officers, clinics and agencies. Additional examples of off the clock work were not uncommon. For example, Plaintiff sometimes took his clients to the DMV or doctor's appointments and stayed with them until they were done. This sometimes lasted until 6 p.m., well beyond Plaintiff's scheduled end time. Moreover, given the sensitive nature of his client's personal and medical information, Plaintiff was required to return to the office at the end of his shift to return his laptop computer. Returning to the office at the end of the day from various locations in rush hour traffic made it almost impossible to end his shift by 4:30 p.m. Again, Defendant knew or should have known that time sheets reflecting Plaintiff's scheduled shift could not possibly include all hours worked. Additionally, while off the clock and after his shift, Plaintiff would sometimes work at home on his case files. Plaintiff was not paid for this compensable time. These actions resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198.

Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

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Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs do not. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a). For example, as alleged above, there are some instances where Plaintiff worked while off the clock. This time, however, was not recorded on Plaintiff's wage statements and was therefore not included as to total hours worked. In addition, Defendant violated California Labor Code section 226(a)(8) by not naming the correct legal entity that employed Plaintiff.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, such as Plaintiff, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ *Ricardo Ehmann*

Ricardo R. Ehmann, Esq.