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1004

September 12, 2025

CA3711

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Social Advocates For Youth, San Diego, Inc.
Certified Mail #9589071052700057735563
Jane Drover
4775 Viewridge Avenue
San Diego, CA 92123

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, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of 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 Maria Gomez (“Plaintiff”) and all other Aggrieved Employees of Social Advocates of Youth, San Diego, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Social Advocates of Youth, San Diego, Inc. in California, including any employees staffed with Social Advocates of Youth, San Diego, Inc. by a third party, and classified as non-exempt employees during the time period of September 12, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in San Diego, California from March 20, 2024 to February 11, 2025.

Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as a Youth Leader assigned at the Washington PrimeTime location and reporting to Defendant’s Site Supervisor, Amelia Rhinehart. Plaintiff’s job duties included, but were not limited to, participating with and

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watching children in numerous outdoor activities including physical fitness, sports, arts, and other academic projects, assisting with program implementation and planning, responding to any emergency situations with children, preparing and providing daily snacks for children, and performing daily attendance tasks.

From time to time during the PAGA Period, Plaintiff was unable to take a meal period prior to her fifth (5th) hour of work and also was not afforded all her timely legally required off duty rest periods as a result of the job tasks she completed on a daily basis. There were times Plaintiff would be interrupted during her meal breaks for urgent work tasks in violation of Cal. Labor Codes Section 510, 1194, 1197 & 11971.1. For example, on September 20, 2024, Plaintiff was unable to take her meal period prior to her fifth (5th) hour of work (she clocked in at 6:33a.m. and was not afforded her meal break until 12:00p.m.) according to Defendant's time records. There were also times where Plaintiff's rest breaks were interrupted by other co-workers asking her to monitor another group of children or to assist children with various assignments or tasks. Further, Defendant never paid Plaintiff a single meal or rest break premium during her employment in the PAGA Period in violation of Cal. Labor Codes Section 226.7, 512 & 1198.

Further, pursuant to Labor Code § 204 and § 210, Defendant failed to timely pay Plaintiff and other Aggrieved Employees with their meal and rest break premiums, overtime, and minimum wages as described above.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). For example, Defendant paid Plaintiff a "Retro" wage payment during the PAGA Period but failed to list the associated time worked and rate at which the "Retro" wage payment was earned in violation of Cal. Lab. Code Section 226(a)(2). 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 wages earned. Defendant failed to include all hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Plaintiff was also not reimbursed for business related expenses that she incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where she had to use her personal cell phone. Plaintiff used her personal cell phone to communicate with her supervisors and other employees regarding the students. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on her cell phone.

Finally, 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

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of employment (such as Plaintiff when she left employment with Defendant on February 11, 2025). As such, Defendant also failed to pay the waiting time penalties owed to Plaintiff as a result of the wages she was owed and not paid when Defendant terminated her employment.

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 Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.