

08/31/2026

By: N. Sharma Deputy

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Christine T. LeVu (State Bar #288271)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

christine@bamlawca.com; deblouw@bamlawca.com

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

*Attorneys for Plaintiff***SUPERIOR COURT OF THE STATE OF CALIFORNIA****IN AND FOR THE COUNTY OF SACRAMENTO**SHARON RODGERS, on behalf of the State
of California, as a private attorney general,

Plaintiff,

vs.

SALVEO HOME CARE, a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **26CV021168****REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 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 the applicable
Wage Order(s).

1 Plaintiff Sharon Rodgers (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against defendant Salveo Home Care (referred to
8 as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all current and
9 former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to**
10 **recover anything other than penalties as permitted by California Labor Code § 2699.** To
11 the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not seek
12 underlying general and/or special damages for those violations, but simply the civil penalties
13 permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
15 for PAGA penalties *only*, which is the precise and sole nature of this action.

16 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
17 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
18 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
19 complaint should be construed as attempting to obtain any relief that would not be available in
20 a PAGA-only action.

21 4. PLAINTIFF is not suing in her individual capacity; she is proceeding
22 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
23 Nothing in this complaint should be construed as PLAINTIFF suing in her individual capacity.

24 THE PARTIES

25 5. Salveo Home Care (“DEFENDANT”) is a corporation that at all relevant times
26 mentioned herein conducted and continues to conduct substantial business in California.

27 6. DEFENDANT provides residential home care.
28

1 7. PLAINTIFF was employed by DEFENDANT in California from February 20,
2 2024 to September 3, 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-
3 exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
4 periods and payment of minimum and overtime wages due for all time worked.

5 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
6 the requirements and exhaust the administrative procedures under the Private Attorney General
7 Act, brings this Representative Action on behalf of the State of California with respect to all
8 individuals who are or previously were employed by DEFENDANT in California, including any
9 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
10 ("AGGRIEVED EMPLOYEES") during the time period of June 16, 2025 until a date as
11 determined by the Court (the "PAGA PERIOD").

12 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
13 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
14 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
15 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512,
16 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
17 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
18 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
19 within the meaning of Labor Code § 2699.

20 10. The true names and capacities, whether individual, corporate, subsidiary,
21 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
22 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
23 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
24 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
25 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
26 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
27 50, inclusive, are responsible in some manner for one or more of the events and happenings
28 that proximately caused the injuries and damages hereinafter alleged.

11. The agents, servants and/or employees of the Defendants and each of them acting on behalf of the Defendants acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the Defendants, and personally participated in the conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

THE CONDUCT

12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the

1 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
2 records.

3 13. As a result of their rigorous work schedules, PLAINTIFF and the
4 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
5 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
6 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
7 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
8 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
9 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
10 which these employees were required by DEFENDANT to work ten (10) hours of work.
11 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
12 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
13 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
14 and in accordance with DEFENDANT's corporate policy and practice.

15 14. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
16 EMPLOYEES were also required from time to time to work in excess of four (4) hours
17 without being provided ten (10) minute rest periods. Further, these employees were denied
18 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
19 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
20 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
21 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
22 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
23 also not provided with one hour wages in lieu thereof. Additionally, the applicable
24 California Wage Order requires employers to provide employees with off-duty rest periods,
25 which the California Supreme Court defined as time during which an employee is relieved
26 from all work related duties and free from employer control. In so doing, the Court held that
27 the requirement under California law that employers authorize and permit all employees to
28 take rest period means that employers must relieve employees of all duties and relinquish

1 control over how employees spend their time which includes control over the locations
2 where employees may take their rest period. Employers cannot impose controls that prohibit
3 an employee from taking a brief walk - five minutes out, five minutes back. Here,
4 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
5 unconstrained walks and is unlawful based on DEFENDANT's rule which states
6 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
7 their rest period.

8 15. During the PAGA PERIOD, DEFENDANT failed to accurately record and
9 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
10 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
11 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
12 all time worked, meaning the time during which an employee was subject to the control of
13 an employer, including all the time the employee was permitted or suffered to permit this
14 work. DEFENDANT required these employees to work off the clock without paying them
15 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
16 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
17 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
18 EMPLOYEES forfeited time worked by working without their time being accurately
19 recorded and without compensation at the applicable minimum wage and overtime wage
20 rates. To the extent that the time worked off the clock does not qualify for overtime
21 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
22 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

23 16. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
24 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
25 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
26 provides that every employer shall furnish each of his or her employees with an accurate
27 itemized wage statement in writing showing, among other things, gross wages earned and all
28 applicable hourly rates in effect during the pay period and the corresponding amount of time

1 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
2 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
3 during the pay period and the total hours worked, and the applicable pay period in which the
4 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
5 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
6 identify such information. More specifically, the wage statements failed to identify the
7 accurate total hours worked each pay period. When the hours shown on the wage statements
8 were added up, they did not equal the actual total hours worked during the pay period in
9 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
10 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
11 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
12 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
13 statements which violated Cal. Lab. Code § 226.

14 17. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
15 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
16 the wages are paid not more than seven (7) calendar days following the close of the payroll
17 period. Cal. Lab. Code § 210 provides:

18 in [I]n addition to, and entirely independent and apart from, any other penalty provided
19 this article, every person who fails to pay the wages of each employee as provided in
20 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
21 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
22 each subsequent violation, or any willful or intentional violation, two hundred dollars
23 (\$200) for each failure to pay each employee, plus 25 percent of the amount
24 unlawfully withheld.

25 18. DEFENDANT from time to time failed to pay PLAINTIFF and the
26 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
27 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
28 wage payments.

19 19. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
20 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
21 penalties pursuant to Cal. Lab. Code Section 203.

1 20. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
2 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
3 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
4 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
5 2802, employers are required to indemnify employees for all expenses incurred in the course
6 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
7 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
8 employee in direct consequence of the discharge of his or her duties, or of his or her
9 obedience to the directions of the employer, even though unlawful, unless the employee, at
10 the time of obeying the directions, believed them to be unlawful."

11 21. In the course of their employment PLAINTIFF and the AGGRIEVED
12 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
13 personal cellular phones as a result of and in furtherance of their job duties as employees for
14 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
15 associated with the use of their personal cellular phones for DEFENDANT's benefit.
16 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
17 DEFENDANT to use their personal cellular phones. As a result, in the course of their
18 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
19 incurred unreimbursed business expenses which included, but were not limited to, costs
20 related to the use of their personal cellular phones all on behalf of and for the benefit of
21 DEFENDANT.

22 22. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
23 terminated and DEFENDANT has not tendered payment of all wages owed as required by
24 law.

25 **JURISDICTION AND VENUE**

26 23. This Court has jurisdiction over this Action pursuant to California Code of
27 Civil Procedure, Section 410.10.

28 24. Venue is proper in this Court pursuant to California Code of Civil Procedure,

1 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
2 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
3 facilities in this County and/or conducts substantial business in this County, and (ii)
4 committed the wrongful conduct herein alleged in this County against AGGRIEVED
5 EMPLOYEES.

6
7 **FIRST CAUSE OF ACTION**

8 **For Violation of the Private Attorneys General Act**

9 **[Cal. Lab. Code §§ 2698]**

10 **(By PLAINTIFF and Against All Defendants)**

11 25. PLAINTIFF realleges and incorporates by this reference, as though fully set
12 forth herein, the prior paragraphs of this Complaint.

13 26. PAGA is a mechanism by which the State of California itself can enforce state
14 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
15 the state's labor law enforcement agencies. An action to recover civil penalties under
16 PAGA is fundamentally a law enforcement action designed to protect the public and not to
17 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
18 but to create a means of "deputizing" citizens as private attorneys general to enforce the
19 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
20 public interest to allow aggrieved employees, acting as private attorneys general to recover
21 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
22 claims cannot be subject to arbitration.

23 27. PLAINTIFF, and such persons that may be added from time to time who
24 satisfy the requirements and exhaust the administrative procedures under the Private
25 Attorney General Act, brings this Representative Action on behalf of the State of California
26 with respect to all individuals who are or previously were employed by DEFENDANT in
27 California, including any employees staffed with DEFENDANT by a third party, and
28 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time

1 period of June 16, 2025 until a date as determined by the Court (the "PAGA PERIOD").

2 28. On June 16, 2026, PLAINTIFF gave written notice by electronic mail to the
3 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
4 employer of the specific provisions of this code alleged to have been violated as required by
5 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
6 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
7 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
8 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
9 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

10 29. The policies, acts and practices heretofore described were and are an unlawful
11 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
12 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
13 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
14 (d) failed to pay overtime wages, (e) failed to reimburse employees for required expenses,
15 and (f) failed to provide wages when due, all in violation of the applicable Labor Code
16 sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512,
17 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
18 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives
19 rise to civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only
20 civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
21 representative of the State of California for the illegal conduct perpetrated on other
22 AGGRIEVED EMPLOYEES.

23 24 **PRAYER FOR RELIEF**

25 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
26 severally, as follows:

27 _____
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

1. On behalf of the State of California and with respect to other AGGRIEVED EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and,

B) An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699.

Dated: August 31, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas De Blouw

Kyle R. Nordrehaug
Nicholas J. De Blouw

Attorneys for Plaintiff

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

June 16, 2026

CA3891

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Salveo Home Care
Certified Mail #9589071052704052147314
Ryan C. Waddell
2130 Professional Drive, Suite 190
Roseville, CA 95661

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), California, and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Salveo Home Care (“Defendant”) in California, including any employees staffed with Salveo Home Care by a third party, and classified as non-exempt employees during the time period of June 16, 2025 until a date as determined by the Court (“PAGA Period”). Our offices represent Sharon Rodgers (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from February of 2024 to September of 2025. Plaintiff worked for Defendant as a care giver at one of Defendant’s locations at 3611 Quail Run Court, Folsom, California 95630.

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 and rest 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, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

During the PAGA period Plaintiff and other Aggrieved Employees were not able to always take the legally required meal and rest periods which is in violation of Cal. Labor Code Sections 226.7 and 512. Plaintiff would sometimes not be able to take her legally protected meal and rest breaks as she was required to attend to a patient, clean the house,

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

wash dishes, fold laundry and/or attend to her many other work-related assignments on Defendant's behalf. As a care giver, Plaintiff was not afforded the luxury of meal and rest breaks as she was instructed to work through such breaks upon the direction of her manager/supervisor, April Ceballos. As such, Plaintiff was sometimes unable to enjoy her legally protected meal and rest breaks as she was forced to tend to Defendant's client and/or perform other work related issues, without hesitation, and despite her supposed "on break" status. Additionally, Plaintiff was directly told by Ms. Ceballos that she couldn't leave Defendant's place of employment on Quail Run Court during such meal and rest breaks, meaning even the luxury of stepping outside for fresh air was sometimes unattainable.

For the many described reasons as set forth above, Plaintiff worked off-the-clock and without pay for Defendant's benefit. Plaintiff, for example, would from time to time be interrupted during her rest and meal breaks and then perform additional work for Defendant. Plaintiff had to stay on task and on time with Defendant's stringent schedule, thereby foregoing rest and meal breaks in the process. Further, Plaintiff rarely, if ever, received meal period premiums or penalties despite Defendant's insistence that Plaintiff work off-the-clock and without pay. As a result of the above, Defendant violated Cal. Labor Code Sections 226.7, 510, 512, 1194, 1197, and 1197.1.

During the PAGA Period, Plaintiff and other Aggrieved Employees were required to use their personal cellular phones to communicate with the Defendant. Defendant would call or text plaintiff directly on her personal cell phone regarding work-related issues, mostly surrounding the schedule, work-related assignments such as client care and/or any other company-wide policies and policy changes, during the PAGA Period. As such, Plaintiff was required to reply promptly via her personal cell phone in order to ensure that Defendant's immediate wishes were met. Further, Plaintiff was required to download the WellSky application on her personal cell phone in order to clock-in and out as the outset and conclusion of each day. In exchange for all of the above, Defendant somehow found it appropriate to provide no visible reimbursements for such consistent and pervasive cell phone use. As such, Defendant failed to properly reimburse Plaintiff for the costs associated with her cell phone use on Defendant's behalf in violation of Cal. Lab. Code Section 2802.

Pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the minimum, overtime and meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide her and other Aggrieved Employees with accurate wage statements 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 total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a) (2). The wage statements Defendant provided to Plaintiff and the Aggrieved employees failed to identify the correct number of hours worked and wages

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earned as a result of the above conduct.

Finally, as described in detail in this notice, Defendant willfully 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 when Plaintiff's employment with Defendant ended in September of 2025) in violation of California Labor Code Sections 201-204. Defendant also failed to pay the correct amount of 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 in violation of Cal. Lab. Code Section 203.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* 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/ Nicholas J. De Blouw

Nicholas J. De Blouw Esq.