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March 3, 2026 *Transmitted via Online Upload*

California Labor and Workforce Development Agency
ATTN: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

RE: Jacob Nezzer v. STANFORD HEALTH CARE, LUCILE SALTER PACKARD CHILDREN'S HOSPITAL AT STANFORD, and STANFORD HEALTH CARE TRI-VALLEY

Dear PAGA Administrator,

The purpose of this correspondence is to notify you that **Jacob Nezzer** ("Plaintiff"), on behalf of himself and all others similarly situated, intends to assert the legal rights granted to him under the Private Attorneys General Act (the "Act"), as set forth in California Labor Code ("Labor Code") §§ 2698 et seq. This correspondence includes the current facts and theories to support the violations alleged herein. This correspondence will also be sent to the agent for service of process for **STANFORD HEALTH CARE, LUCILE SALTER PACKARD CHILDREN'S HOSPITAL AT STANFORD, and STANFORD HEALTH CARE TRI-VALLEY** ("Defendants") via certified mail. Therefore, this correspondence serves to satisfy the notice requirements of the Act. By uploading and sending this correspondence in the manner set forth in the Act, Plaintiff is complying with the Act's statutory notice requirements.

Factual Statement and Theories of Liability

Jacob Nezzer has been employed by Defendants as a non-exempt hourly employee since approximately October 2024. Throughout his employment, Plaintiff was assigned to work for Stanford Health Care at Lucile Salter Packard Children's Hospital Stanford.

As Security Officer, Plaintiff's primary responsibilities included patrolling and monitoring the premises to detect and report any irregularities, checking surveillance equipment, assisting others at the location, staying alert for robberies, ensuring the safety of everyone at the location, removing or restraining those who pose a threat, assisting during emergencies, contacting law enforcement when required, submitting reports of incidents, among other duties.

STANFORD HEALTH CARE is a California corporation that does business in California. It is in the business of providing services in the healthcare and medical care industry. See https://stanfordhealthcare.org/about-us.html

LUCILE SALTER PACKARD CHILDREN'S HOSPITAL AT STANFORD is a California corporation that does business in California. It is in the business of providing services in the healthcare and medical care industry. See https://www.stanfordchildrens.org/en/lucile-packard-childrens-hospital.html

STANFORD HEALTH CARE TRI-VALLEY is a California corporation that does business in California. It is in the business of providing services in the healthcare and medical care industry. https://stanfordhealthcare.org/tri-valley/about-us.html

Plaintiff asserts that he and other individuals currently or formerly employed by Defendants in the state of California as non-exempt employees (collectively referred to herein as "Employees"), were subject to the same and/or similar policies, practices, guidelines, procedures, and/or culture described herein. Plaintiff further asserts that he and all other Employees have suffered, and will continue to suffer, the same and/or similar Labor Code violations described herein.

Any and all claims alleged in this correspondence are asserted on behalf of Plaintiff and all other current or former Employees who were employed by Defendants in California, during the applicable statutory period and who have suffered the same and/or similar Labor Code violations alleged herein, as well as any other violations of the PAGA arising out of his employment with Defendants that may be later discovered since investigation is ongoing.

Because investigation is ongoing, Plaintiff reserves his right to assert any and all related facts, claims, and/or theories discovered after the sending of this correspondence on behalf of himself and the current or former Employees that they seek to represent against Defendants and/or other persons that may be discovered after the sending of this correspondence. Such other persons include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of Defendants as well as those persons who caused and/or concurrently contributed to the various acts and/or omissions of each and every one of the others, including Defendants in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in and/or ratified any or all of the acts or omissions complained of herein, and those who are acting within the authority and scope of Defendants. *Atempa v. Pedrazzani,* 27 Cal.App.5th at 811-813.

I. Defendants Failed to Pay Minimum, Regular, Overtime and/or Double Time Wages in Violation of Labor Code §§ 204, 206, 210, 212, 216, 221, 225.5, 510, 558, 558.1, 1182.12, 1182.14, 1182.15, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 and IWC Wage Order No. 4-2001 and/or 9-2001.

Labor Code § 204 establishes the fundamental right of an employee in California to be timely paid wages for their work. Pursuant to Labor Code § 1197, an employer is prohibited from paying or causing its employees to be compensated at a rate less than the fixed minimum, as set by the commission, for all time worked. See also Labor Code § 1199 (making such conduct a misdemeanor); IWC Wage Order No. 4-2001 and/or 9-2001, subdiv. 4. Additionally, it is unlawful for an employer to employ persons for more than eight hours per day and/or forty hours per workweek without compensating them at the rate of one and one-half or two times the employee's regular pay rate, depending on the number of hours worked. Labor Code §§ 510, 1198; see also IWC Wage Order No. 4-2001 and/or 9-2001, subdiv. 3(A). Pursuant to Labor Code § 1194, an employee is permitted to recover any unpaid balance of the minimum wage or overtime compensation not paid for all hours worked. Moreover, any employer who causes an employee to be paid a wage lower than that of the fixed minimum is required to pay a civil penalty. Labor Code § 1197.1; see also IWC Wage Order No. 4-2001 and/or 9-2001, subdiv. 20(A). Labor Code Sections 1182.14 and 1182.15 further establish the state's Health Care Worker Minimum Wage Law, which provides for minimum wage for healthcare employees.

Plaintiff asserts that as a policy, practice, guideline, procedure, and/or culture, Defendants do not properly compensate their Employees for all hours worked. Plaintiff contends that Defendants required him and other Employees to perform work on behalf of Defendants without compensation.

As a policy, practice, guideline, procedure, and/or culture, Defendants often required their Employees to work off the clock. For example, Plaintiff and other Employees were often required to clock in and out on their personal cell phone, using an app that Defendants required them to install on their personal cell phones. Any overtime had to be approved by the supervisor and/or manager. Recording any overtime is disfavored and unauthorized. Employees are instructed to not record overtime without prior authorization from the supervisor. The company policy is that overtime has to be "pre-approved," and Employees often risk discipline when recording any overtime. However, because Employees are required to engage in their job duties at all times, including monitoring the premises, not leaving the post unattended, responding to emergencies, and/or assisting patients and/or visitors, they are often required to work more than the scheduled shift length to complete the assigned tasks and duties. Plaintiff alleges that the supervisors often edit his and other Employees' time sheets to shave hours worked, and/or engage in time rounding, so that they do not receive the proper minimum and/or overtime wages. Employees are often instructed by Defendants to punch out, and keep working in order to finish the assigned jobs. For example, Plaintiff and other Employees were often instructed to clock out at the end of the scheduled shift time, and stay longer to continue working, in order to wait for someone to cover their post because they cannot leave the post unattended, among other duties. Employees are also required to report to work earlier than the scheduled start of the shift, in order to change into the required uniform and begin performing work duties.

Employees must also arrive early to park in the designated employee parking lot, which is located approximately half a mile (or a 12-minute walk) from the nearest clock-in station. During the time spent walking to and from the parking lot, Employees are expected to perform work-related duties, such as assisting patients and/or visitors, without compensation. If Plaintiff and other Employees clock in before their scheduled start times in order to perform work for Defendant, their recorded time is altered to reflect the originally scheduled start time, even though work was performed prior to that time. Managers have held meetings with Employees who clock in early to ensure they are paid for time worked, accusing them of "stealing company time" despite the fact that they were actively performing job duties. As a result of these practices, Plaintiff and other Employees routinely perform work before clocking in and after clocking out without receiving compensation for that time. Plaintiff and other Employees thus often work off the clock, before clocking in and after clocking out, without compensation for that time.

In order to perform any work, Plaintiff and other Employees are required to verify their identities through an application called "Duo," which they must install on their personal cell phone. Although Plaintiff and other Employees are instructed to use workplace computers to clock in, complete reports, and perform other work-related tasks, those computers frequently require identity verification first before they can be accessed. Thus, Plaintiff and other Employees must carry and use their personal cell phones to verify their identity in order to perform their job duties.

In addition, Plaintiff and other Employees regularly work off the clock during the time Defendants deduct from their time records as "meal breaks," even though the Employees are not provided with a legally compliant meal break. Defendants regularly required their Employees to record a meal break despite being unable to take a break, and instead instructed Employees to work through breaks. Plaintiff and other Employees were often instructed and required to clock out for a meal break, and continue working, including assisting customers and/or monitoring the premises.

Defendants also regularly modified their employees' time sheets, and inserted a meal break, when in fact Employees had no opportunity to take a legally compliant break. As such, Defendants often adjust their Employees' time records to reflect meal breaks of 30 min in length, regardless of whether Employees are provided with meal breaks.

Additionally, even though Plaintiff and Employees often worked more than 12 hours in a day, Defendants failed to provide them with a second meal period of at least thirty minutes.

As such, Plaintiff asserts that Defendants have a policy, practice, guideline, procedure, and/or culture of automatically deducting a thirty-minute meal period from the hours worked by their Employees regardless of whether they were actually provided with an opportunity to take a thirty-minute meal period free from all work activities. Employees thus regularly engage in work-related activities during the time that Defendants automatically deduct from their time worked.

In addition, Employees are required to complete various mandatory trainings and/or attend safety meetings while off the clock, without compensation.

Plaintiff thus asserts he and other Employees were often required to perform work on behalf of Defendants outside of the work hours recorded by Defendants without proper compensation for minimum and overtime/double time wages.

In addition, Employees, including Plaintiff, were regularly required to respond to calls and messages from their supervisors and/or managers outside of work hours without compensation for the time spent responding to calls and/or messages.

As such, Plaintiff and other Employees did not receive the minimum, overtime, and/or double time compensation they are entitled to. Thus, Plaintiff alleges Defendants regularly shaves and/or shortens Employees' hours worked and do not compensate their non-exempt employees for all time worked as required by California law.

Plaintiff contends that as a policy, practice, guideline, procedure, and/or culture, Defendants regularly require Employees to work more than 8 hours per day and/or 40 hours per week, without being paid the appropriate overtime and/or double time compensation. Because Defendants failed to appropriately pay overtime and/or double time compensation to Employees who worked more than 8 hours per day and/or 40 hours per week, Defendants did not pay their non-exempt employees in accordance with California law.

Plaintiff also alleges Defendants failed to pay the minimum wages to its healthcare employees in violation of Labor Code Sections 1182.14 and 1182.15.

Plaintiff also asserts that, during the relevant time period, Defendants failed to include all remuneration for employment—including, but not limited to, non-cash benefits and other incentive compensation—in calculating the regular rate of pay for such purposes as the payment of overtime, meal-and-rest period premium wages, and sick leave. Defendants promised Plaintiff and other Employees non-discretionary bonuses, and/or incentive wages as part of their compensation when working on behalf of Defendants. However, Plaintiff alleges Defendants regularly failed to pay that compensation as promised and/or expected. In addition, when calculating the regular rate of pay in order to pay overtime and meal and rest break premiums to Plaintiff and the Employees, Defendants failed to include the bonuses/incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest break premium pay. As such, Defendants underpaid their employees for overtime compensation, sick leave, as well as meal and rest break premiums.

Employees were also often required to undergo mandatory, off-the-clock security checks prior to being able to clock in for the start of the shifts and after returning from meal breaks.

Defendants have also often violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by requiring off-the-clock work during breaks and before and after work shifts, and thus not paying overtime wages and meal and rest break premiums as required by the law.

Additionally, Plaintiff alleges that Defendants fail to timely pay all earned wages. For instance, the paychecks Plaintiff and other Employees receive from Defendants do not include compensation for all hours worked as described herein. Therefore, it was difficult to track what hours Employees were being paid for and at what rate. Plaintiff asserts that despite notifying Defendants of the error, Defendants did not promptly remedy the issues by paying all wages earned and due.

Based on the foregoing, Plaintiff asserts that Defendants engaged in conduct that violated California law by failing to compensate him and other Employees appropriately.

II. Defendants Secretly Underpaid Wages In Violation Of Labor Code § 223

Labor Code § 223 provides "[w]here any statue or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statue or by contract."

As a policy, practice, guideline and/or procedure, Defendants promised Plaintiff and other Employees non-discretionary bonuses, and/or incentive wages as part of their compensation when working on behalf of Defendants. However, Plaintiff alleges Defendants regularly failed to pay that compensation as promised.

In addition, when calculating the regular rate of pay in order to pay overtime, sick leave, and meal and rest break premiums to Plaintiff and the Employees, Defendants failed to include the bonuses/incentive compensation, non-discretionary incentive wages, non-cash benefits and other incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating overtime pay, sick leave, and meal and rest break premium pay.

As such, Defendants underpaid their Employees for overtime compensation, sick leave, as well as meal and rest break premiums. Therefore, Defendants had a uniform policy, practice, guideline, and/or procedure of "secretly" paying a lower wage to their Employees in violation of Labor Code § 223.

III. Defendants Failed to Provide Legally Compliant Meal Periods or Compensation in Lieu Thereof, in Violation of Labor Code §§ 204, 223, 226.7 and 512 and IWC Wage Order No. 4-2001 and/or 9-2001

Labor Code § 512 states, "[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes." Additionally, an employer is not permitted to employ a person for a work period of more than ten hours per day without providing the employee with a second meal period of at least thirty minutes. Labor Code § 512. Meal periods of no less than 30 minutes must be provided before the end of the employee's fifth and tenth hours of work, respectively. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041. California law further obligates employers to completely relieve their employees of all work and work-related responsibilities during the entirety of the legally required meal periods. Id. at 1040. In order to comply with their meal period obligations, employers must also relinquish all control over its employees, and cannot impede or discourage their employees from taking uninterrupted, work-free meal periods. Id. An employee who is required to perform any work-related task at any point during his or them meal period has not received a meal period in accordance with California law. Labor Code § 226.7.

If an employer fails to provide an employee with a legally compliant meal period, the employer **must** pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that a legally compliant meal period was not provided. Labor Code § 226.7; IWC Wage Order No. 4-2001 and/or 9-2001, subdiv. 11(D). Premium wages under Labor Code § 226.7 are wages due payable in accordance with the Labor Code. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114; see also Labor Code § 204.

As a policy, practice, guideline, procedure, and/or culture Defendants regularly require their non-exempt employees to work more than 5 hours per workday. However, despite regularly working more than 5 hours per workday, Employees, such as Plaintiff, were not provided with the reasonable opportunity to take meal periods that occurred before the 5th hour of work and/or that were free from all work and work-related responsibilities during the entirety of the 30-minute meal period.

Additionally, even though Plaintiff and Employees often worked more than 12 hours in a day, Defendants failed to provide them with a second meal period of at least thirty minutes.

Plaintiff asserts that the demanding work schedule assigned to Employees did not allow time for legally compliant meal periods. Moreover, Plaintiff alleges that as a policy, practice, guideline, procedure, and/or culture Defendants do not schedule any meal periods for their non-exempt employees.

As discussed herein, Plaintiff contends that Defendants have a policy, practice, guideline, procedure, and/or culture of automatically deducting 30 minutes for a meal period regardless of whether Employees were provided with the opportunity to take a legally compliant meal period. As such, Defendants often adjusted their Employees' timesheets to reflect meal breaks, even though a compliant meal break was not taken.

Plaintiff therefore contends that Defendants have a policy, practice, guideline, procedure, and/or culture that requires Employees to engage in their job duties for the entire duration of their work shift. As a result, Employees are not provided with legally compliant meal periods.

Plaintiff asserts that Defendants instructed him and other Employees to work through meal breaks, and engage in work-related activities at all times. As discussed above, while "clocked out" for a meal break, Employees were regularly required to perform work on behalf of Defendants such as monitoring the premises, assisting customers, responding to emergencies, and/or responding to calls, messages, and radio, among other duties. As such, Employees were not able to take legally compliant meal breaks. Plaintiff and other Employees were further instructed not to leave the premises while on break, and if someone left the premises during the break, he/she often risked a corrective action.

Plaintiff also contends that Defendants require Employees to carry a personal cell phone, radio, and/or other device for the entire duration of their work shift, including during meal periods. Employees were also expected to be readily available to perform work on behalf of Defendants during meal periods, such as by responding to calls and/or messages, remaining at their jobsite, among other things. As a result, Employees were not provided with meal periods that were free from work or interruption.

Thus, Employees were not provided with the opportunity to take meal periods that were free from work-related responsibilities. By imposing unbearable work schedules on their non-exempt employees, Defendants compelled, encouraged, and/or otherwise directed their non-exempt employees to work through their meal periods.

Plaintiff further contends that Defendants do not have a procedure for Employees to document non-compliant meal periods. As a result, Defendants do not compensate Employees for the required meal period premiums for non-compliant meal periods.

In addition, Plaintiff alleges that Defendants failed to provide Plaintiff and other Employees with suitable seating. Labor Code Section 1198, Wage Order No. 4 and/or 9-2001, Section 14 and otherwise failed to furnish a safe and healthful work environment in violation of Labor Code sections **6400, 6401, 6401.7, 6402, 6403, 6404, 6406, and 6407.** Plaintiff alleges Defendants regularly did not provide Employees with any break rooms, nor a place to sit throughout the entire duration of their shifts. Defendants further did not allow Employees to sit when it did not interfere with the performance of their duties, including during breaks, nor did it implement policies, practices, and/or procedures to furnish adequate safeguards, maintain injury prevention programs, and make the work environment safe.

Based on the foregoing, Plaintiff contends Defendants have failed to comply with their meal period obligations under California law by not providing Employees with legally compliant meal periods or compensation in lieu thereof.

IV. Defendants Failed to Provide Legally Compliant Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 223, 226.7, 1198 and IWC Wage Order No. 4-2001 and/or 9-2001

IWC Wage Order No. 4-2001 and/or 9-2001, subdiv. 12(A) requires employers to authorize and permit off-duty rest periods for every four hours worked, or major fraction thereof. Unless an employer relieves its employees of any and all work-related duties and also relinquishes all control over how its employees spend their time during rest periods, the employer has not authorized and permitted lawful off- duty rest periods. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. If an employer fails to provide an employee with an off-duty rest period in accordance with California law, the employer is required to pay an employee one additional hour of pay at the employee's regular rate of compensation for each workday in which a lawful rest period was not provided. Labor Code § 226.7; See also IWC Wage Order No. 4-2001 and/or 9-2001, subdiv. 12(B). Premium wages under Labor Code § 226.7 are wages due payable in accordance with the Labor Code. Murphy, 40 Cal.4th at 1103-1114; see also Labor Code § 204.

Plaintiff and other Employees employed by Defendants typically work more than 4 hours per workday. However, Plaintiff alleges that as a policy, practice, guideline, procedure, and/or culture, Defendants regularly fail to authorize and permit Employees to take off-duty rest periods for every four hours worked, or major fraction thereof, in violation of California law. Plaintiff contends they and other Employees were denied legal rest periods largely due to Defendants' requirement that Employees are to be readily available to perform their work duties at all times, such as respond to calls and messages, monitor premises, and assist customers, among other duties, as discussed herein. Occasionally, if more than one rest break Plaintiff and other Employees are entitled to were missed, Defendants would only refund one break missed.

In addition, Plaintiff alleges that Defendants fail to schedule enough Employees so that Plaintiff and other Employees could be relieved from their duties to take their meal and rest periods.

Plaintiff further asserts that Defendants do not have a policy, practice, guideline, procedure, and/or culture for Employees to record non- compliant rest periods and/or fail to compensate Employees the required rest period premium for non-compliant rest periods. Defendants' conduct thus constitutes a violation of California law.

V. Defendants Failed to Timely Pay Wages Owed Upon Termination in Violation of Labor Code §§ 200-203, 210, 213, 227.3, 256

Under Labor Code § 201, when an employer discharges an employee, all wages earned and unpaid at the time of discharge are immediately due and payable. Similarly, if an employee does not have a written contract for a definite period and quits his or them employment, the employee's wages are due and payable no later than 72 hours thereafter, unless the employee has given 72-hours previous notice of his/them intention to quit, then the employee is entitled to his/them wages at the time of quitting. Labor Code § 202(a). If an employer willfully fails to pay all wages owed to an employee in accordance with Labor Code §§ 201 and 202, the employee's wages are to continue as a penalty, equal to one day of wages at the employee's regular rate of pay, starting from the date at which such wages were due until paid or until an action is commenced. Labor Code § 203. However, the wages are not to continue for more than a period of thirty days. Id.

Labor Code § 227.3 provides that, "whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served." If an employer willfully fails to pay an employee in accordance with the above provisions, then the employee's wages shall continue as a penalty from the due date thereof, at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than thirty (30) days.

Plaintiff contends that Defendants have a policy, practice, guideline, and/or culture of not timely paying all wages owed upon discharge, nor paying the required waiting time penalties. For instance, as discussed herein, Defendants failed to compensate Employees for all hours worked, failed to pay the appropriate overtime wages to Employees for hours worked in excess of eight per day and/or forty per week, and failed to pay the required meal and/or rest period premiums to Employees for non- compliant meal and/or rest periods, failed to pay the incentive compensation, and other compensation as discussed herein.

In addition, Employees earned and accrued vested vacation and holiday time on the date of termination under Defendants' vacation policies and California law. Plaintiff alleges Defendants underpay accrued vested vacation wages to Employees by failing to pay such wages at the regular rate of pay, which should be the higher proper rate, including all bonuses/incentive wages. Instead of paying vacation wages at the regular rate of pay that includes bonuses/incentive wages, Defendants underpaid vacation wages to Employees at their base rates of pay. As such, Defendants failed to pay Employees all vested vacation time as wages due upon employment termination in violation of Labor Code 227.3.

Similarly, Defendants underpaid waiting time penalties to Employees at their base rates of pay, rather than including the bonuses/incentive compensation in the waiting time penalty calculation.

Plaintiff therefore contends that Defendants failed to pay all wages owed to former Employees who separated from Defendants within the statutory period in violation of California law.

VI. Defendants Failed to Provide Paid Sick Days and Written Notice of the Amount of Sick Leave Available in Violation of Labor Code § 233, 245-249, 248.1, and 248.2.

California Labor Code § 233 provides that an employer must permit an employee to use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate of entitlement. California law requires that an employer provide 24 hours (or 3 days) of paid sick leave per year for full-time employees. Labor Code § 246. Employees are to earn a minimum of 1 hour of paid leave for every 30 hours worked. Id.

Plaintiff alleges that Defendants have a policy, practice, guideline, procedure, and/or culture of failing to provide Employees with one hour of paid sick leave for every 30 hours worked in accordance with California law.

Plaintiff further alleges that Defendants also failed to provide Employees with paid sick days since they were unable to accrue any such paid sick days at the rate provided by law as a result of Defendants' failure to account for all time worked.

Plaintiff further alleges that Defendants underpaid sick pay wages to Plaintiff and other Employees by failing to pay such wages at the regular rate of pay. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt employees be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. As discussed herein, Defendants regularly compensated Plaintiff and other Employees through bonuses/incentive wages, which increased their regular rate of pay. However, when the sick pay was paid, it was paid at the base rate of pay, as opposed to the correct, higher regular rate of pay, as required by Labor Code Section 246.

Additionally Plaintiff believes, Defendants have failed to provide COVID-19 supplemental sick leave to the Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars ($250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars ($4,000), shall be included in the administrative penalty."

Plaintiff also contends that Defendants have a policy, practice, procedure, guideline, and/or culture of failing to provide written notice to Employees of their available sick leave, as such amounts are not included on the wage statements, nor are they provided with the information in separate writing on the designated pay date along with their wages. Accordingly, Defendants have failed to comply with California law.

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VII. Defendants Failed to Furnish Legally Compliant Wage Statements in Violation of Labor Code §§ 226, 226.3, 226.4 and IWC Wage Order No. 4-2001 and/or 9-2001

An employer is required to provide its employees with accurate and itemized wage statements. Labor Code § 226(a). Pursuant to Labor Code § 226(a), each wage statement must show "(1) gross wages earned, (2) total hours worked by the employee…(4) all deductions…(5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or them social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer…(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate…" See also IWC Wage Order No. 4-2001 and/or 9-2001, subdiv. 7(A).

Defendants failed to comply with Labor Code § 226 because they failed to provide Plaintiff and other current or former Employees with legally compliant wage statements. Plaintiff contends that Defendants failed to provide wage statements that accurately reflect the gross wages and/or net wages earned due to Defendants failure to compensate Employees for all time worked, failure to pay the appropriate overtime compensation to Employees for hours worked beyond eight hours per day and/or forty hours per week, and failure to pay premium wages Employees for non-compliant meal and/or rest periods, as discussed herein.

Defendants also failed to provide wage statements that properly include the pay period information for each wage statement, the accurate rate of pay, the required available sick time, and/or the name of the legal entity that employed the Employees in violation of California law.

During the statutory period, Defendants thus failed to comply with the requirements outlined by California law by failing to provide legally compliant wage statements to all current or former Employees.

VIII. Defendants Failed to Maintain Accurate Payroll Records in Violation of California Labor Code §§ 226(a) and 1174, 1174.5 and IWC Wage Order No. 4-2001 and/or 9-2001

Labor Code § 1174 requires every employer to "keep a recording showing the names and addresses of all employees employed…" Labor Code § 1174 further requires "[e]very person employing labor in this state [to] keep, 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 and the wages paid. Such records are to be kept according to the rules established by the commission for such purpose and must be kept on file for no less than three years. Id. An employer is further obliged under Labor Code § 226(b) to keep the information required by Labor Code § 226(a) and afford current or former employees the right to inspect or copy records pertaining to their employment. See also IWC Wage Order No. 4-2001 and/or 9-2001, subdivs. 7, 19 and 20.

As discussed herein, Defendants have a policy, practice, guideline, procedure, and/or culture of failing to maintain accurate employee information and payroll records which accurately reflect, for example, the gross and net wages earned as well as the total hours of time worked each day by Plaintiff and other Employees.

Similarly, Defendants' policy, practice, procedures, guidelines, and/or culture of not permitting Employees to modify the pre-populated daily time schedule in the time entry program to accurately reflect all time worked, among other things, resulted in Defendants' failure to maintain the information required by the Labor Code and applicable IWC Wage Orders, including but not limited to the correct total hours worked and the gross wages and net wages earned.

Additionally, Plaintiff was informed and believes that Defendants fail to maintain a copy of all documents related to the hiring and/or employment of Employees, and/or fail to provide Employees with the opportunity to inspect or copy such documents upon request in violation of California law. Therefore, Plaintiff contends that Defendants failed to comply with Labor Code §§ 226 and 1174.

IX. Defendants Failed to Provide Copies of Signed Documents in Violation of Labor Code § 432

Pursuant to Labor Code § 432, an employer is obligated, upon request, to provide its employees with a copy of any and all documents signed in connection with obtaining or holding employment.

As stated herein, Plaintiff asserts, based on information and belief, that Defendants failed to maintain a copy of all documents signed by Employees that relate to their hiring by and/or employment with Defendants and/or failed to provide a copy of such documents to Employees who requested a copy thereof in violation of Labor Code § 432. Therefore, Plaintiff alleges that Defendants have failed to comply with California law.

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X. Defendants Failed to Reimburse Non-Exempt Employees for Necessary Work Expenses in Violation of Labor Code §§ 2800, 2802, 2804, and IWC Wage Order No. 4-2001 and/or 9-2001

Labor Code § 2800 states that an employer shall indemnify employee losses caused by the employer's want of ordinary care. Accordingly, pursuant to Labor Code § 2802, an employee is entitled to reimbursement from his or them employer for all expenses or losses incurred as a result of employment. Moreover, when an employer requires uniforms to be worn by non-exempt employees, the employer shall provide and maintain such uniforms. IWC Wage Order No. 4-2001, subdiv. 9 defines "uniform" to include apparel of distinct color or design.

Plaintiff asserts that as a policy, practice, guideline, and/or procedure, Defendants require their Employees to wear a distinctive uniform as a condition of their employment. In addition, Defendants require their Employees to wear specific apparel while working on behalf of Defendants including black shoes/boots, black pants, shirt, and/or black belt. Employee uniforms are also required to be fitted and tailored at a specific designated location only. If a uniform ever breaks, Employees must pay for a replacement through payroll deductions. As a practice or procedure, Defendants neither provide Employees with the required black shoes, black pants, shirt, and/or black belt in a timely manner, nor reimburse their Employees for the full cost of purchasing and/or maintaining the required uniform in violation of California law.

Defendants also fail to pay for or reimburse employees for any work-related travel expenses including mileage, gas, maintenance, and other expenses, and often require Employees to use their personal vehicles while working on behalf of Defendants.

Plaintiff and other Employees are required to use their personal cell phones for work-related issues, including responding to calls and/or messages from supervisors and/or managers, dispatch, co-workers, and clocking in and out on the app Defendant required them to install, among other things. However, Defendants fail to reimburse Employees for a percentage of the cell phone bill.

Additionally, Plaintiff and other Employees are required to purchase a parking permit in order to park in the designated employee parking lot. Employees who purchase a parking permit through the hospital's mobile application pay $45. Alternatively, Employees who elect to have the cost deducted directly from their paycheck must pay $155. Employees who fail to obtain a parking permit risk receiving a $55 parking citation. As a result, employees who need to park at work have no option but to purchase a parking permit. Defendants neither provide Employees with a parking permit nor reimburse Employees for the cost of purchasing a parking permit.

Defendants have, therefore, failed to reimburse Plaintiff and other Employees for necessary work expenses in violation of California law.

XI. Plaintiff May be Entitled to Attorneys' Fees and Costs

The Act provides that "any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs. Labor Code § 2699(g)(1). Therefore, in the event that Plaintiff and/or another similar representative is successful in a civil action against Defendants, they are entitled to an award of attorneys' fees and costs. See also Labor Code §§ 218.5, 1194, 1193.6; Code Civ. Proc. § 1021.5.

Conclusion

As described herein, Plaintiff contends that he constitutes an "aggrieved employee" as the term is defined by Labor Code § 2699(c). Plaintiff alleges that the current or former Employees that they seek to represent also constitute "aggrieved employees" under the statute. As discussed herein, Defendants violated the Labor Code and the relevant IWC Wage Order and thereby deprived Plaintiff and other current or former Employees of their statutory rights and protections afforded to them. Plaintiff has thus satisfied the prerequisites of the Act to serve as a representative of all current or former Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions both set forth herein as well as for those which may be later discovered on behalf of himself and all others similarly situated. Plaintiff intends to seek any and all penalties and/or recovery under PAGA.[1]

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[1] As stated in Labor Code section 2699.5, that includes, but is not limited to:

> "The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7."

Accordingly, if the Labor and Workforce Development Agency neither acts, nor declines to intervene within sixty-five days from the date of this correspondence, Plaintiff may elect to initiate and/or amend a civil action, on behalf of himself and all others similarly situated, to include the persons and allegations described herein and/or those discovered after sending this correspondence, subject to Labor Code §§ 2698 et seq., as well as other related claims arising out of their employment with Defendants.

Sincerely,

Consumer & Employment Lawyers

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Cc: *Via Certified Mail*

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