COSTANZO LAW FIRM APC

Lori J. Costanzo
Frank Zeccola
Luiza V. Dias
Zara Ashtiani

Reply to: lori@costanzo-law.com
zara.ashtiani@costanzo-law.com

February 20, 2026

BY ONLINE PORTAL	VIA U.S. CERTIFIED MAIL, RETURN RECEIPT REQUESTED
State of California CA Labor & Workforce Development Agency & Department of Industrial Relations	Stanford Health Care 300 Pasteur Drive, H3200 Stanford, CA 94305

RE: Private Attorneys General Act Notice, Quenneville-Brown, Laura v. Stanford Health Care

Dear PAGA Administrator and Stanford Health Care:

We have been retained by LAURA QUENNEVILLE-BROWN (hereinafter "Employee") to represent herself and other current or former employees injured by STANFORD HEALTH CARE (hereinafter, "Employer" or "STANFORD HEALTH CARE") for violations for unpaid wages, (including overtime, interest, and penalties), wage and hour violations arising out of the employer's failure to pay all wages due, failure to provide meal and rest periods, improper wage statements, among other violations.

NOTICE IS HEREBY GIVEN to the California Labor and Workforce Development Agency (hereinafter "LWDA") and STANFORD HEALTH CARE in accordance with the Private Attorneys General Act of 2004, Labor Code § 2699, *et seq.*

I. <u>Introduction</u>

PAGA allows an "aggrieved employee"—a person affected by at least one of the alleged Labor Code violations—to pursue penalties for all Labor Code violations committed by the employer. *Huff v. Securitas Security Services USA, Inc.*, 23 CA 5th 745, 751 (2018); *Carrington v. Starbucks Corp.,* 30 CA 5th 504, 519 (2018).

As more fully set forth below, Employer violated several Labor Codes, which must be remedied immediately. Employer's Labor Code violations include: 1) failure to compensate all hours worked (Lab. Code §§ 204 & 216); 2) failure to pay overtime wages (Lab. Code § 510); 3) failure to provide meal and rest periods (Lab. Code §§ 226.7 & 512); 4) failure to maintain accurate records (Lab. Code § 1174); 5) failure to furnish accurate, itemized wage statements. (Lab. Code §§ 226 & 226.3)

Employee LAURA QUENNEVILLE-BROWN was hired as a Patient Administrative Specialist for STANFORD HEALTH CARE on July 7, 2014. Throughout Employee's employment, she 1) was not provided meal and rest breaks despite being required to "clock out" for meals; 2) despite working overtime, Employer has never paid Employee overtime rates in accordance with California law; and 3) did not receive her earned funds for each pay period.

II. <u>Labor Code Violations by Stanford Health Care</u>

A. Employment Relationship Between LAURA QUENNEVILLE-BROWN and Other Similarly Situated Employees

STANFORD HEALTH CARE is a health care delivery system located in Stanford, California serving the greater Bay Area. STANFORD HEALTH CARE employed Employees as patient administrative specialists to provide STANFORD HEALTH CARE services to STANFORD HEALTH CARE customers. STANFORD HEALTH CARE employs LAURA QUENNEVILLE-BROWN, and other current or former employees, as hourly employees.

B. Failure to Pay All Wages Owed Every Pay Period in Violation of Labor Code § 204

Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

From July 7, 2014, to the present, Employer failed to pay Employee and other similarly situated aggrieved employees the full amount of all owed wages when due as required by California Labor Code § 204.

Employer failed to pay Employees and other similarly situated aggrieved employees all wages earned each pay period. Employees are informed, believe, and thereon allege, that at all times relevant during the liability period, Employer maintained a policy or practice of not paying Employees and other similarly situated aggrieved employees for premium wages for all missed meal and rest periods, and related damages.

C. Failure to Pay Overtime Wages in Violation of Labor Code § 510(a)

Labor Code § 510(a) provides that "[e]ight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work…"

Employer did not pay all overtime wages earned as required by Labor Code § 510(a). Employee and other similarly situated employees regularly worked in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without being paid all applicable overtime premiums. Employer failed to pay all wages earned on regular paydays, including overtime and premiums for missed meal and rest periods. These practices violate § 204 and implicate § 226's requirement for accurate itemized wage statements.

D. Failure to Provide Meal Periods in Violation of Labor Code §§ 512, 226.7 and IWC Wage Order No. 4-2001, § 11

Labor Code § 226.7(a) provides, "[n]o employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission" (IWC).

IWC Order No. 4-2001(11)(A) provides, in pertinent part, that "[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

Section 512(a) of the California Labor Code provides, in pertinent part, that "[a]n employer may 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, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

Here, Employer failed to authorize and permit uninterrupted meal periods during the liability period. Employees were routinely required to work without an uninterrupted meal break at the direction of Employer and/or with Employer's knowledge and acquiescence. Employer failed to provide another employee to relieve Employees of their duties for an uninterrupted meal break.

By its actions in requiring its employees to work through meal periods and/or its failure to relieve patient administrative specialists of their duties for their off-duty meal periods, STANFORD HEALTH CARE has violated California Labor Code § 226.7 and § 11 of IWC Wage Order No. 4-2001 and is liable to reimburse current and former Employees.

E. Failure to Provide Rest Periods in Violation of Labor Code §§ 512, 226.7 and IWC Wage Order No. 4-2001, § 12

Labor Code § 226.7(a) provides that "[n]o employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

IWC Order No. 4-2001(12)(A) provides, in pertinent part, that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

IWC Order No. 4-2001(12)(B) further provides that "[i]f an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

Here, Employer failed to authorize and permit rest breaks from July 7, 2014 to the present. Employees and other similarly situated aggrieved employees were routinely required to work through rest periods at the direction of Employer and/or with Employer's knowledge and acquiescence. By its actions in requiring its employees during the relevant period of employment to work through rest periods, Employer violated § 12 of IWC Wage Order No. 4-2001 and California Labor Code § 226.7 and is liable to Employees and other similarly situated employees.

F. Failure to Furnish Timely and Accurate Wage Statements in Violation of Labor Code §§ 226 and 226.3

Labor Code § 226(a) provides that "[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee[. . .], (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security 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 and the corresponding number of hours worked at each hourly rate by the employee . . . ."

Labor Code § 226(e) provides that an employee is entitled to recover $50 for the initial pay period in which a violation of § 226 occurs and $100 for each subsequent pay period, as well as an award of costs and reasonable attorneys' fees, for all pay periods in which the employer knowingly and intentionally failed to provide accurate itemized statements to the employee causing the employee to suffer injury.

Here, Employees are informed, believe and thereon allege that at all times relevant, Employer knowingly and intentionally failed to furnish and continues to knowingly and intentionally fail to furnish Employees and other similarly-situated employees with timely and accurate itemized statements showing the gross wages earned by each of them, as required by Labor Code § 226(a), in that the payments owed to Employees and other similarly-situated employees for unpaid minimum wages, unlawful deductions, and missed meal and rest periods, were not all included in gross wages earned by Employees and other similarly-situated employees.

G. Failure to Maintain Accurate Records in Violation of California Labor Code § 1174

California Labor Code section 1174(d) provides: "Every person employing labor in this state shall . . . [k]eep, at a central location in the state . . . payroll records showing the hours worked daily by and the wages paid to . . . employees . . . . These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years."

STANFORD HEALTH CARE failed to maintain accurate records of the hours worked and the wages paid to LAURA QUENNEVILLE-BROWN, and other similarly situated employees. Employer did not employ policies, procedures, and practices to track LAURA QUENNEVILLE-BROWN, and other similarly situated employees' hours. LAURA QUENNEVILLE-BROWN, and other similarly situated aggrieved employees did not receive pay for all hours worked, and thus suffered monetary damages due to STANFORD HEALTH CARE policies.

III. <u>Conclusion</u>

LAURA QUENNEVILLE-BROWN, and Other Similarly Situated Aggrieved Employees request that the Labor Code violations by Employer alleged herein be thoroughly investigated by LWDA or, alternatively, that LWDA notify Employer and Employees that it does not intend to investigate in accordance with Labor Code § 2699.3.

Employer has violated the above-referenced California Labor Code provisions, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Complainant and other aggrieved employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Labor Code § 2699.3 requires that a claimant send a certified letter to the employer in question and to the Labor Workforce Development Agency setting forth the claims and the basis for the claims, thereby giving the Labor Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by Labor Code §§ 2699 and 2699.3(a) prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the Labor Workforce Development Agency intends to take any action in reference to these claims. We kindly ask that you respond to this notice according to the time frame contemplated by the code.

If the Labor Commissioner elects not to take any action with respect to any of the foregoing claims, Complainant will seek these penalties in a civil action, on behalf of herself and all other California non-exempt aggrieved employees of Employer within one year of the date of this letter as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty days of this notice to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact us.

Very truly yours,

COSTANZO LAW FIRM, APC

Zara Ashtiani
cc: Client