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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

JAMES REZNICK,

Plaintiff,

v.

PACIFIC CARDIOVASCULAR  
ASSOCIATES MEDICAL GROUP, INC., a  
corporation; and DOES 1-100, inclusive,

Defendants.

Case No.: 30-2020-01154320-CU-OE-CXC

FIRST AMENDED COMPLAINT

1. FAILURE TO FURNISH ACCURATE  
ITEMIZED WAGE STATEMENTS  
(CLASS ACTION ALLEGATIONS)
2. DISABILITY DISCRIMINATION
3. AGE DISCRIMINATION
4. FAILURE TO PREVENT  
DISCRIMINATION
5. RETALIATION
6. PRIVATE ATTORNEYS GENERAL  
ACT

Plaintiff James Reznick brings this class action against Pacific Cardiovascular Associates Medical Group, Inc., a corporation; and Does 1 through 100, for violations of the Labor Code and Government Code.

PARTIES

1. Plaintiff James Reznick ("Plaintiff" or "Reznick") is and at all times relevant herein was employed in Orange County, California, and was an "employee" as defined by the Labor Code and Government Code.

2. Pacific Cardiovascular Associates Medical Group, Inc. (“PCA”) is a California corporation, formed under the laws of California. At all times relevant herein, PCA was an “employer” as defined by the Labor Code and the Fair Employment and Housing Act (“FEHA”, Gov. Code, § 12900 *et seq.*).

3. PCA and Does 1-100 are collectively referred to as Defendants.

4. Reznick is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Reznick will amend this Complaint to allege their true names and capacities when ascertained. Reznick is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Reznick's injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

5. Reznick is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

## JURISDICTION AND VENUE

6. This Court is the proper Court, and this action is properly filed in the Superior Court of California for the County of Orange because Defendants conduct business in this County and Reznick performed work for Defendants in this County. Reznick hereby demands a jury trial.

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## GENERAL ALLEGATIONS

7. Reznick was hired by PCA on or around September 10, 2001 and served as PCA's attending cardiologist. At all times throughout his employment, Reznick performed his job duties with distinction.

8. After back surgery in 2003, Reznick worked a part-time schedule.

9. In March 2020, as the COVID-19 pandemic increased in severity in the United States and elsewhere, Reznick grew acutely concerned: Not only had Reznick just turned 65 (and was thus, according to the available data, at a greater risk from the novel coronavirus), but his wife was 77 years old at the time and has an immunodeficiency syndrome which puts her at even greater risk from the virus. Additionally, Reznick suffers from hypertension and also had an aortic aneurysm, which are both believed to heighten his risk from the novel coronavirus. These conditions had been disclosed on numerous occasions to Reznick's supervisor and PCA's founder and president, Joseph M. Ruggio, M.D. ("Ruggio").

10. On March 17, 2020, Reznick texted Ruggio and relayed his specific concerns regarding the risks to himself and especially his wife (specifically referencing their age and his wife's immunodeficiency). He asked Ruggio if he could be permitted to "work from home in any capacity using phone or telemedicine, etc." He also sent Ruggio a link to a press release from the Orange County Operational Area Emergency Operations Center which, inter alia, specifically issued a "strong recommendation that all persons who are 65 years and older, or who have [...] a compromised immune system remain at home[.]"

11. Ruggio responded that same day and said PCA was "working on a Telehealth option that might apply in your case."

12. The next day, Reznick texted Bill Kuhl ("Kuhl", Human Resources and Scheduling Operations Manager) and said he was going to "stay home pending a telemedicine app I can do from home. I hope it can be available soon. I have to defer first to the health of my family." Mr. Kuhl responded "Understood."

13. Also, on March 18, 2020, Reznick spoke with HoHai Van, M.D. ("Van"), a colleague; Van told Reznick that Ruggio was very upset with him for not coming to work. Reznick then

1 immediately texted Ruggio and reemphasized that it seemed particularly unsafe for him to physically  
2 report to work, given his "specific circumstances." He wrote that he had been set up to work remotely  
3 and was performing his job duties as best he could. He apologized for any misunderstanding and wrote  
4 "I hope you understand my desire to do what I can for [PCA] and protect my family at the same time."

5 14. Reznick was set up to perform the balance of his job duties and performed telemedicine,  
6 with no problems, for approximately eight weeks. Reznick is informed and believes, and thereon  
7 alleges, that he was the only physician of PCA who was working remotely during this time (i.e., not  
8 working on PCA's physical premises).

9 15. On May 12, 2020, Reznick viewed PCA's clinic schedule and saw that he was scheduled  
10 to physically return to work. He e-mailed Ruggio immediately, writing that he appreciated the  
11 accommodation that had been granted, but that he wished to continue performing telemedicine. He  
12 pointed out that, while COVID-19 restrictions were then relaxing, "it remains unclear the magnitude of  
13 the reduction in risk without the social distancing. [...] I hope you can see the difficult position in  
14 which I find myself, on the one hand not wanting to alienate you or anyone in the group, but on the  
15 other trying to keep my family safe. I am grateful for your understanding Joe."

16 16. The following day, Reznick also texted Kuhl, referenced his email to Ruggio, and said  
17 that he was not prepared to return to work in light of his wife's condition. Kuhl responded "Yes. We're  
18 adjusting your schedule accordingly. Hope to get you back soon! Stay safe."

19 17. On May 26, 2020, Reznick received a letter from Ruggio, stating that he had been  
20 terminated without cause, "after very careful consideration of all relevant facts and factors." No  
21 specific reason for his termination was given.

22 18. In reality, Reznick was terminated not only because he made a complaint regarding  
23 workplace safety, but also because of his age, his physical disability, and his association with his older  
24 and also disabled wife.

25 19. On August 6, 2020, Reznick filed a complaint with the Department of Fair Employment  
26 and Housing regarding the aforementioned unlawful conduct, and was issued a right-to-sue notice that  
27 same day. (**Exhibit 1.**)  
28

20. Separately from the foregoing, the itemized wage statements issued to Reznick failed to show the name and address of the legal entity that is the employer, in violation of Labor Code section 226, subdivision (a)(8). (**Exhibit 2.**)

21. Defendants were, at all times relevant herein, aware of the requirements of California Labor Code section 226.

22. Defendants have, at all times relevant herein, furnished wage statements to each of its California employees pursuant to an established set of policies, procedures and practices.

23. Reznick and Defendants' other California employees, both current and former, have suffered injury as a result of Defendants' knowing and intentional failure to comply with California Labor Code section 226(a).

24. Reznick and Defendants' other California employees, both current and former, were unable to promptly and easily determine the name and address of the legal entity that is the employer from the wage statements furnished by Defendants.

25. The foregoing list of misconduct is a partial list only and set forth by way of example.

26. On August 7, 2020, Reznick provided written notice to the Labor and Workforce Development Agency (“LWDA”) and PCA regarding the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support those alleged violations. **(Exhibit 3.)**

27. As of the filing of this pleading, more than 65 calendar days after Reznick's written notice, the LWDA has not provided written notice that it intends to investigate Reznick's allegations as set forth above. Accordingly, Reznick has satisfied the administrative prerequisites under Labor Code section 2699.3 to bring a civil action to recover civil penalties against PCA, in addition to other remedies, for violations of the California Labor Code.

28. The foregoing list of misconduct is a partial list only and is set forth by way of example.

## CLASS ACTION ALLEGATIONS

29. Reznick seek to maintain this action as a class action as to the First Cause of Action.

Reznick bring the First Cause of Action, on behalf of himself and all others similarly situated, as a class

1 action pursuant to Code of Civil Procedure 382. The class which Reznick seek to represents consists of  
2 the following:

3 All current and former California employees of Defendants who received  
4 one or more wage statements from Defendants at any time from August 7,  
5 2019 through the entry of final judgment in this matter.

6 30. The Class is so numerous that joinder of all members is impracticable, and the  
7 disposition of their claims in a class action is a benefit to the parties and to the Court. Reznick is  
8 informed and believes, and based thereon alleges, that Defendants employ more than 100 employees  
9 who satisfy the class definition. Although the exact number and identity of class members is not  
10 presently known, they can be identified in Defendants' records through coordinated discovery pursuant  
11 to this class action.

12 31. This action may be maintained as a class because the questions of law and fact which are  
13 common to class members clearly predominate over any questions affecting only individual members  
14 and because a class action is superior to other available methods for adjudicating the controversy.

15 32. There are numerous common questions of law and fact arising out of Defendants'  
16 conduct. This class action focuses on Defendants' systematic failure to comply with Labor Code  
17 section 226(a).

18 33. Furthermore, common questions of fact and law predominate over any questions  
19 affecting only individual members of the class. The predominating common or class-wide questions of  
20 law and fact include the following:

- 21 a. Whether the wage statements Defendants furnished to their California employees  
22 comply with Labor Code section 226;  
23 b. Whether the Class is entitled to injunctive relief; and  
24 c. Whether the Class is entitled to statutory penalties, and the amount of the same.

25 34. Reznick's claims are typical of the claims of the members of the Class as a whole, all of  
26 whom have sustained and/or will sustain damage and injury as a proximate and/or legal result of the  
27 alleged violations of Defendants. Reznick's claims are typical of those of the Class because  
28 Defendants subjected Reznick and each member of the Class to the same violations alleged herein.

1           35.     The defenses of Defendants, to the extent that such defenses apply, are applicable  
2 generally to the whole Class and are not distinguishable as to the proposed class members.

3           36.     Reznick will fairly and adequately protect the interests of all members of the Class, and  
4 has retained attorneys with extensive experience in litigation, including class and representative actions.  
5 Reznick has no interests that conflict with those of the Class. Reznick is able to fairly and adequately  
6 protect the interests of all members of the class because it is in their best interest to prosecute the claims  
7 alleged herein in order to obtain the full compensation due themselves and the other class members.

8           37.     A class action is superior to any other method available for fairly and efficiently  
9 adjudicating the controversy because 1) joinder of individual class members is not practicable, 2)  
10 litigating the claims of individual class members would be unnecessarily costly and burdensome and  
11 would deter individual claims, 3) litigating the claims of individual class members would create a risk  
12 of inconsistent or varying adjudications that would establish incompatible standards of conduct for  
13 Defendants, 4) class members still working for Defendants may be fearful of retaliation if they were to  
14 bring individual claims, 5) class members would be discouraged from pursuing individual claims  
15 because the damages available to them are relatively small, and 6) public policy encourages the use of  
16 the class actions to enforce employment laws and protect individuals who, by virtue of their  
17 subordinate position, are particularly vulnerable.

18           38.     Judicial economy will be served by maintenance of this lawsuit as a class action. To  
19 process numerous virtually identical individual cases will significantly increase the expense on the  
20 Court, the class members, and Defendants, all while unnecessarily delaying the resolution of this  
21 matter. There are no obstacles to effective and efficient management of this lawsuit as a class action by  
22 this Court and doing so will provide multiple benefits to the litigating parties including, but not limited  
23 to, efficiency, economy, and uniform adjudication with consistent results.

24           39.     Notice of a certified class action and any result or resolution of the litigation can be  
25 provided to class members by mail, email, publication, or such other methods of notice as deemed  
26 appropriate by the Court.

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**FIRST CAUSE OF ACTION**  
**FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**  
**(Lab. Code, § 226(a))**  
**Against Defendants**

40. Reznick hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

41. Pursuant to California Labor Code section 226(a) “every 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 the 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, (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 her social security number or an employee identification 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 corresponding number of hours worked at each hourly rate by the employee and, if the employer is a temporary services employer [ . . . ], the rate of pay and the total hours worked for each temporary services assignment.”

42. An employee suffering injury as a result of the knowing and intentional failure by an employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees. Labor Code § 226(e)(1).

43. An employee is deemed to suffer injury if the employer fails to provide a wage statement or if the employer fails to provide accurate and complete information as required by any one or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee

1 during the pay period or any of the other information required to be provided pursuant to Labor Code  
2 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name  
3 and address of the employer and iv) the name of the employee and the last four digits of his or her  
4 social security number or employee identification number. Labor Code § 226(e)(2)(A) and (B)(i)-(iv).  
5 "Promptly and easily determine" means a reasonable person would be able to readily ascertain the  
6 information without reference to other documents or information. Labor Code § 226(e)(2)(C).

7 44. As set forth above, Defendants intentionally and willfully failed to furnish accurate  
8 itemized wage statements which complied with Labor Code section 226.

9 45. Wherefore, Reznick and the other members of the Class have been injured as set forth  
10 above and request relief as hereafter provided.

11 **SECOND CAUSE OF ACTION**  
12 **DISABILITY DISCRIMINATION**  
13 **(Gov. Code, § 12940(a))**  
14 **Against Defendants**

15 46. Reznick hereby realleges and incorporates by reference each and every allegation set  
16 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the  
17 allegations of this cause of action.

18 47. The Fair Employment and Housing Act ("FEHA") explicitly prohibits an employer  
19 from refusing to hire or employ a person, discharging a person from employment, or  
20 discriminating against such person in compensation or in terms, conditions or privileges of  
21 employment on the basis of race, religious creed, color, national origin, ancestry, physical  
22 disability, mental disability, medical condition, marital status, sex, age or sexual orientation. Gov.  
23 Code § 12940(a). "Race, religious creed, color, national origin, ancestry, physical disability,  
24 mental disability, medical condition, marital status, sex, age, or sexual orientation" includes a  
25 perception that the person has any of those characteristics or that the person is associated with a  
26 person who has, or is perceived to have, any of those characteristics. Gov. Code § 12926(n).

27 48. At all times relevant herein mentioned, Reznick was qualified for the position he  
28 held with Defendants.

49. Defendants were at all times material herein Reznick's employer pursuant to Government Code section 12926(d) and were therefore barred from discriminating in their employment decisions in violation of Government Code section 12940(a).

50. Nevertheless, as set forth above, Defendants discriminated against Reznick based on his disability and on his association with a disabled person, in violation of Government Code section 12940(a).

51. The acts taken toward Reznick were carried out by and/or ratified by Defendants and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious manner in order to injure or damage Reznick, thereby justifying an award of punitive damages.

52. As a direct and proximate result of Defendants' conduct, Reznick has suffered damages and requests relief as hereafter provided.

**THIRD CAUSE OF ACTION**  
**AGE DISCRIMINATION**  
**(Gov. Code, § 12940(a))**  
**Against Defendants**

53. Reznick hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

54. The Fair Employment and Housing Act ("FEHA") explicitly prohibits an employer from refusing to hire or employ a person, discharging a person from employment, or discriminating against such person in compensation or in terms, conditions or privileges of employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. Gov. Code § 12940(a). "Race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation" includes a perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics. Gov. Code § 12926(n).

1           55.     At all times relevant herein mentioned, Reznick was qualified for the position he  
2 held with Defendants.

3           56.     Defendants were at all times material herein Reznick's employer pursuant to  
4 Government Code section 12926(d) and were therefore barred from discriminating in their  
5 employment decisions in violation of Government Code section 12940(a).

6           57.     Nevertheless, as set forth above, Defendants discriminated against Reznick based on  
7 his age and on his association with an older person, in violation of Government Code section  
8 12940(a).

9           58.     The acts taken toward Reznick were carried out by and/or ratified by Defendants  
10 and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious  
11 manner in order to injure or damage Reznick, thereby justifying an award of punitive damages.

12           59.     As a direct and proximate result of Defendants' conduct, Reznick has suffered  
13 damages and requests relief as hereafter provided.

14                               **FOURTH CAUSE OF ACTION**  
15                               **FAILURE TO PREVENT DISCRIMINATION**  
16                               **(Gov. Code, § 12940(k))**  
                                  **Against Defendants**

17           60.     Reznick hereby realleges and incorporates by reference each and every allegation set  
18 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the  
19 allegations of this cause of action.

20           61.     FEHA requires an employer to "take all reasonable steps necessary to prevent  
21 discrimination and harassment from occurring." Gov. Code § 12940(k).

22           62.     Nevertheless, as set forth above, Defendants failed to prevent the discrimination  
23 against Reznick.

24           63.     Defendants' actions towards Reznick were committed by Defendants, their officers,  
25 directors, and/or managing agents, and/or employees in an oppressive, fraudulent, and malicious  
26 manner, and ratified by Defendants, in order to injure or damage Reznick, thereby justifying an  
27 award of punitive damages.  
28

1           64.     As a direct and proximate result of Defendants' conduct, Reznick has suffered  
2 damages and requests relief as hereafter provided.

3                               **FIFTH CAUSE OF ACTION**

4                               **RETALIATION**

5                               **(Lab. Code, § 6310)**

6                               **Against Defendants**

7           65.     Reznick hereby realleges and incorporates by reference each and every allegation  
8 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the  
9 allegations of this cause of action.

10          66.     Labor Code section 6310, subdivision (a) provides that no person shall discharge or  
11 in any manner discriminate against any employee because the employee has made any oral or  
12 written complaint to, *inter alia*, his or her employer relating to workplace safety.

13          67.     Nonetheless, as set forth above, Defendants retaliated against Reznick for making a  
14 reasonable, good faith, and bona fide complaint about perceived unsafe work practices.

15          68.     Defendants' actions towards Reznick were committed or ratified by Defendants,  
16 and/or their managing agents and/or employees in an oppressive, fraudulent, and malicious manner  
17 in order to injure or damage Reznick, thereby justifying an award of punitive damages.

18          69.     Wherefore, Reznick has been injured as set forth above and requests relief as  
19 hereafter provided.

20                               **SIXTH CAUSE OF ACTION**

21                               **PRIVATE ATTORNEYS GENERAL ACT**

22                               **(Lab. Code, § 2698 *et seq.*)**

23                               **Against Defendants**

24          70.     Plaintiff hereby realleges and incorporates by reference each and every allegation  
25 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the  
26 allegations of this cause of action.

27          71.     Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor  
28 Code which provides for a civil penalty to be assessed and collected by the LWDA for violations  
of the Labor Code may, as an alternative, be recovered through a civil action brought by an

aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

72. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment. Plaintiff is therefore an aggrieved employee as defined by Labor Code section 2699, subdivision (c). Other current and former employees are also aggrieved employees in that one or more of the alleged violations were also committed against them during their time of employment with Defendants.

73. Pursuant to Labor Code section 2699, subdivision (f), the civil penalty recoverable in a PAGA action is that which is provided for by the Labor Code or, where no civil penalty is specifically provided, one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

74. Pursuant to California Labor Code section 2699, subdivision (g), an aggrieved employee may recover the civil penalty on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Furthermore, any employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees and costs.

75. Wherefore, Plaintiff and the other current and former employees have been aggrieved as set forth above and request relief as hereafter provided.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

#### **As to the First Cause of Action:**

1. That this Court certify the Class;
2. That this Court appoint Reznick as the representative of the Class;
3. That this Court appoint Mayall Hurley, P.C. as Class Counsel;
4. That this Court award statutory penalties under Labor Code section 226(e);
5. That this Court award injunctive relief, including that available under Labor Code section 226(h);

6. That this Court award statutory attorneys' fees and costs, including those available under Labor Code section 226(e)(1), 233(e), 1194, and 2699(g), as well as Code of Civil Procedure § 1021.5;
7. That this Court award prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and
8. That this Court award such other and further relief as the court deems just and proper.

**As to the Second through Fourth Causes of Action:**

1. For general and special damages;
2. For punitive damages;
3. For injunctive and declaratory relief, including, but not limited to, a cease-and-desist order requiring Defendants to halt their unlawful practices; an order requiring Defendants to conduct training for all its employees, supervisors, and management on the requirements of FEHA; an order requiring Defendants to develop and promulgate an effective anti-discrimination policy for its employees; and an order requiring Defendants to develop and maintain an effective internal grievance procedure for employee complaints regarding unlawful discrimination;
4. For statutory attorneys' fees and costs, including but not limited to those available under Gov. Code § 12965(b);
5. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including but not limited to that available under Civil Code §§ 3287(a) and 3289(b); and
6. For such other and further relief as the court deems just and proper.

**As to the Fifth Cause of Action:**

1. For special and general damages;
2. For punitive damages;
3. For injunctive relief;
4. For costs of suit, including those available under Code of Civil Procedure section 1021.5;

1           5.     For prejudgment and post-judgment interest according to any applicable provision  
2                   of law or as otherwise permitted by law, including but not limited to that available  
3                   under Civil Code sections 3287, subdivision (a) and 3289, subdivision (b); and

4           6.     For all other and further relief as the Court deems just and proper.

5     **As to the Sixth Cause of Action:**

6           1.     For civil penalties, including but not limited to those available under Labor Code  
7                   sections 226.3 and 2699(f);

8           2.     For injunctive relief;

9           3.     For statutory attorneys' fees and costs, including but not limited to those available  
10                  under Labor Code section 2699(g);

11          4.     For prejudgment and post-judgment interest according to any applicable provision  
12                  of law or as otherwise permitted by law, including those available under Civil Code  
13                  sections 3287(a) and 3289(b); and

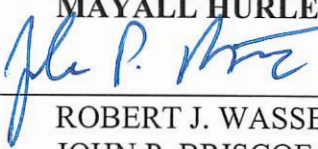
14          5.     For such other and further relief as the court deems just and proper.

15     ///

16     **DATED:** October 12, 2020

**MAYALL HURLEY P.C.**

17                   By \_\_\_\_\_

18                     
19                   ROBERT J. WASSERMAN  
20                   JOHN P. BRISCOE  
21                   RACHAEL ALLGAIER  
22                   Attorneys for Plaintiff  
23                   JAMES REZNICK  
24  
25  
26  
27  
28

# **Exhibit 1**



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

KEVIN KISH, DIRECTOR

August 6, 2020

John Briscoe  
2453 Grand Canal Blvd.  
Stockton, California 95207

RE: **Notice to Complainant's Attorney**  
DFEH Matter Number: 202008-10886705  
Right to Sue: Reznick / Pacific Cardiovascular Associates Medical Group, Inc.

Dear John Briscoe:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

**Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer.** You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

KEVIN KISH, DIRECTOR

August 6, 2020

RE: **Notice of Filing of Discrimination Complaint**

DFEH Matter Number: 202008-10886705

Right to Sue: Reznick / Pacific Cardiovascular Associates Medical Group, Inc.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

KEVIN KISH, DIRECTOR

August 6, 2020

James Reznick  
611 Lido Park Dr., Apt. 6  
Newport Beach, California 92663

RE: **Notice of Case Closure and Right to Sue**  
DFEH Matter Number: 202008-10886705  
Right to Sue: Reznick / Pacific Cardiovascular Associates Medical Group, Inc.

Dear James Reznick,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective August 6, 2020 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

1                                   **COMPLAINT OF EMPLOYMENT DISCRIMINATION**  
2                                   **BEFORE THE STATE OF CALIFORNIA**  
3                                   **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**  
4                                   **Under the California Fair Employment and Housing Act**  
                                      **(Gov. Code, § 12900 et seq.)**

5   **In the Matter of the Complaint of**

6   James Reznick

DFEH No. 202008-10886705

7                                   Complainant,

8   vs.

9   Pacific Cardiovascular Associates Medical Group,  
10   Inc.

11   3080 Bristol St., Suite 600  
12   Costa Mesa, California 92626

13                                   Respondents

14   1. Respondent **Pacific Cardiovascular Associates Medical Group, Inc.** is an  
15   **employer** subject to suit under the California Fair Employment and Housing Act  
16   (FEHA) (Gov. Code, § 12900 et seq.).

17   2. Complainant **James Reznick**, resides in the City of **Newport Beach** State of  
18   **California**.

19   3. Complainant alleges that on or about **May 22, 2020**, respondent took the following  
20   adverse actions:

21   **Complainant was discriminated against** because of complainant's disability  
22   (physical or mental), medical condition (cancer or genetic characteristic), age (40  
23   and over), other, association with a member of a protected class and as a result of  
24   the discrimination was terminated, denied any employment benefit or privilege,  
25   denied reasonable accommodation for a disability, other, denied work opportunities  
26   or assignments.

27   **Additional Complaint Details:** Complainant was hired by Respondent on or around  
28   September 10, 2001 and served as Respondent's attending cardiologist. At all times  
throughout his employment, Complainant performed his job duties with distinction.  
After back surgery in 2003, Complainant worked a part-time schedule. In March  
2020, as the COVID-19 pandemic increased in severity, Complainant grew acutely  
concerned: Not only had Complainant just turned 65 (and was thus, according to

1 the available data, at a greater risk from the novel coronavirus), but his wife was 77  
2 years old at the time and has an immunodeficiency syndrome which put her at even  
3 greater risk from the virus. Additionally, Complainant suffers from hypertension and  
4 also had an aortic aneurysm, which are both believed to heighten his risk from the  
5 novel coronavirus. These conditions had been disclosed on numerous occasions to  
6 Complainant's supervisor and Respondent's founder and president, Joseph M.  
7 Ruggio, M.D. On March 17, 2020, Complainant texted Dr. Ruggio and relayed his  
8 specific concerns regarding the risks to himself and especially his wife (specifically  
9 referencing their age and his wife's immunodeficiency). He asked Dr. Ruggio if he  
10 could be permitted to "work from home in any capacity using phone or telemedicine,  
11 etc." He also sent Dr. Ruggio a link to a press release from the Orange County  
12 Operational Area Emergency Operations Center which, inter alia, specifically issued  
13 a "strong recommendation that all persons who are 65 years and older, or who have  
14 [...] a compromised immune system remain at home[.]" Dr. Ruggio responded that  
15 same day and said Respondent was "working on a Telehealth option that might  
16 apply in your case." The next day, Complainant texted Bill Kuhl (Human Resources  
17 and Scheduling Operations Manager) and said he was going to "stay home pending  
18 a telemedicine app I can do from home. I hope it can be available soon. I have to  
19 defer first to the health of my family." Mr. Kuhl responded "Understood." On March  
20 18, 2020, Complainant spoke with HoHai Van, M.D., a colleague; Dr. Van told  
21 Complainant that Dr. Ruggio was very upset with him for not coming to work.  
22 Complainant then immediately texted Dr. Ruggio and reemphasized that it seemed  
23 particularly unsafe for him to physically report to work, given his "specific  
24 circumstances." He wrote that he had been set up to work remotely and was  
25 performing his job duties as best he could. He apologized for any misunderstanding  
26 and wrote "I hope you understand my desire to do what I can for [Respondent] and  
27 protect my family at the same time." Complainant was set up to perform the balance  
28 of his job duties and performed telemedicine, with no problems, for approximately  
eight weeks. Complainant is informed and believes, and thereon alleges, that he  
was the only physician of Respondent who was working remotely during this time  
(i.e., not working on Respondent's physical premises). On May 12, 2020,  
Complainant viewed Respondent's clinic schedule and saw that he was scheduled to  
physically return to work. He immediately e-mailed Dr. Ruggio immediately, writing  
that he appreciated the accommodation that had been granted, but that he wished to  
continue performing telemedicine. He pointed out that, while COVID-19 restrictions  
were then relaxing, "it remains unclear the magnitude of the reduction in risk without  
the social distancing. [...] I hope you can see the difficult position in which I find  
myself, on the one hand not wanting to alienate you or anyone in the group, but on  
the other trying to keep my family safe. I am grateful for your understanding Joe."  
The following day, he also texted Mr. Kuhl, referenced his email to Dr. Ruggio, and  
said that he was not prepared to return to work in light of his wife's condition. Mr.  
Kuhl responded "Yes. We're adjusting your schedule accordingly. Hope to get you  
back soon! Stay safe." On May 26, 2020, Complainant received a letter from Dr.

1 Ruggio, stating that he had been terminated without cause, "after very careful  
2 consideration of all relevant facts and factors." No specific reason for his termination  
3 was given. In reality, Complainant was terminated not only because he made a  
4 complaint regarding workplace safety, but also because of his age, his physical  
5 disability, and his association with his older and also disabled wife. Respondent  
6 failed to prevent the foregoing, which is a partial list of misconduct only and set forth  
7 by way of example.  
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1 VERIFICATION

2 I, **John P. Briscoe**, am the **Attorney** in the above-entitled complaint. I have read the  
3 foregoing complaint and know the contents thereof. The matters alleged are based  
4 on information and belief, which I believe to be true.

5 On August 6, 2020, I declare under penalty of perjury under the laws of the State of  
6 California that the foregoing is true and correct.

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**Stockton, CA**

# **Exhibit 2**

| Earnings                |           |           |              |
|-------------------------|-----------|-----------|--------------|
| Desc/Rate               | Hrs/Units | Current   | Insperty YTD |
| Division : 3791300      |           |           |              |
| (02/23/20-03/07/20)     |           |           |              |
| Salary                  |           |           |              |
| [5429.31]               |           | 5,429.31  |              |
| GROSS                   |           | 5,429.31  | 28,396.55    |
| Pre-Tax Deductions      |           |           |              |
| 401K Plan               |           | 1,845.97  | 9,654.85     |
| Dependent D/V           |           | 11.52     | 57.60        |
| Employee Med            |           | 160.98    | 804.90       |
| Employee D/V            |           | 12.18     | 60.90        |
| TOTAL                   |           | 2,030.65  | 10,578.25    |
| Taxable Gross           |           | 3,398.66  | 17,818.30    |
| SocSec Taxable Amount   |           |           | 27,473.15    |
| Medicare Taxable Amount |           |           | 27,473.15    |
| Deductions & Credits    |           |           |              |
| Federal Taxes           |           | 298.03    | 1,671.65     |
| SocSec                  |           | 325.17    | 1,703.35     |
| Medicare                |           | 76.05     | 398.38       |
| CA SIT                  |           | 199.71    | 1,082.95     |
| CA SDI                  |           | 52.45     | 274.75       |
| TOTAL                   |           | 951.41    | 5,131.08     |
| NET PAY                 |           | 2,447.25  |              |
| Direct Deposit          |           |           |              |
| Routing#                | Account#  | Amount    |              |
|                         |           | 2,447.25  |              |
| Time-off Balances YTD   |           |           |              |
| Description             | Units     | Available | Used Balance |
| PTO                     | Hours     | -2.08     | 0.00 -2.08   |

From: 02/23/2020 To: 03/07/2020 Date: 03/13/2020  
 Check # A0498504-1 Bank #  
 Pay Type: Salary Name: JAMES WARREN REZNICK Employee ID: 2697116

| Earnings                |           |           |              |
|-------------------------|-----------|-----------|--------------|
| Desc/Rate               | Hrs/Units | Current   | Insperty YTD |
| Division : 3791300      |           |           |              |
| (02/09/20-02/22/20)     |           |           |              |
| Salary                  |           |           |              |
| [5429.31]               |           | 5,429.31  |              |
| GROSS                   |           | 5,429.31  | 22,967.24    |
| Pre-Tax Deductions      |           |           |              |
| 401K Plan               |           | 1,845.97  | 7,808.88     |
| Dependent D/V           |           | 11.52     | 46.08        |
| Employee Med            |           | 160.98    | 643.92       |
| Employee D/V            |           | 12.18     | 48.72        |
| TOTAL                   |           | 2,030.65  | 8,547.60     |
| Taxable Gross           |           | 3,398.66  | 14,419.64    |
| SocSec Taxable Amount   |           |           | 22,228.52    |
| Medicare Taxable Amount |           |           | 22,228.52    |
| Deductions & Credits    |           |           |              |
| Federal Taxes           |           | 298.03    | 1,373.62     |
| SocSec                  |           | 325.17    | 1,378.18     |
| Medicare                |           | 76.05     | 322.33       |
| CA SIT                  |           | 199.71    | 883.24       |
| CA SDI                  |           | 52.45     | 222.30       |
| TOTAL                   |           | 951.41    | 4,179.67     |
| NET PAY                 |           | 2,447.25  |              |
| Direct Deposit          |           |           |              |
| Routing#                | Account#  | Amount    |              |
|                         |           | 2,447.25  |              |
| Time-off Balances YTD   |           |           |              |
| Description             | Units     | Available | Used Balance |
| PTO                     | Hours     | -5.54     | 0.00 -5.54   |

From: 02/09/2020 To: 02/22/2020 Date: 02/28/2020  
 Check # A0498504-1 Bank #  
 Pay Type: Salary Name: JAMES WARREN REZNICK Employee ID: 2697116

| Earnings                |           |           |              |
|-------------------------|-----------|-----------|--------------|
| Desc/Rate               | Hrs/Units | Current   | Insperty YTD |
| Division : 3791300      |           |           |              |
| (02/20-02/08/20)        |           |           |              |
| Salary                  |           |           |              |
| [29.31]                 |           | 5,429.31  |              |
| GROSS                   |           | 5,429.31  | 17,537.93    |
| Pre-Tax Deductions      |           |           |              |
| 401K Plan               |           | 1,845.97  | 5,962.91     |
| Dependent D/V           |           | 11.52     | 34.56        |
| Employee Med            |           | 160.98    | 482.94       |
| Employee D/V            |           | 12.18     | 36.54        |
| TOTAL                   |           | 2,030.65  | 6,516.95     |
| Taxable Gross           |           | 3,398.66  | 11,020.98    |
| SocSec Taxable Amount   |           |           | 16,983.89    |
| Medicare Taxable Amount |           |           | 16,983.89    |
| Deductions & Credits    |           |           |              |
| Federal Taxes           |           | 298.03    | 1,075.59     |
| SocSec                  |           | 325.17    | 1,053.01     |
| Medicare                |           | 76.05     | 246.28       |
| CA SIT                  |           | 199.71    | 683.53       |
| CA SDI                  |           | 52.45     | 169.85       |
| TOTAL                   |           | 951.41    | 3,228.26     |
| NET PAY                 |           | 2,447.25  |              |
| Direct Deposit          |           |           |              |
| Routing#                | Account#  | Amount    |              |
|                         |           | 2,447.25  |              |
| Time-off Balances YTD   |           |           |              |
| Description             | Units     | Available | Used Balance |
| PTO                     | Hours     | -9.00     | 0.00 -9.00   |

From: 01/26/2020 To: 02/08/2020 Date: 02/14/2020  
 Check # A0498504-1 Bank #  
 Pay Type: Salary Name: JAMES WARREN REZNICK Employee ID: 2697116

# **Exhibit 3**

LAW OFFICES  
**MAYALL HURLEY**

A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE  
450 N. BRAND BLVD., SUITE 600  
GLENDALE, CALIFORNIA 91203  
(818) 646-6440

MAILING ADDRESS:  
2453 GRAND CANAL BLVD.  
STOCKTON, CALIFORNIA 95207

2453 GRAND CANAL BOULEVARD  
STOCKTON, CALIFORNIA 95207-8253

FAX (209) 473-4818  
TELEPHONE (209) 477-3833  
WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA  
STEVEN A. MALCOUN  
MARK E. BERRY  
WILLIAM J. GORHAM III  
NICHOLAS F. SCARDIGLI  
ROBERT J. WASSERMAN  
JENNY D. BAYSINGER  
JOHN P. BRISCOE  
VLADIMIR J. KOZINA  
RACHAEL ALLGAIER

OF COUNSEL  
J. ANTHONY ABBOTT

August 7, 2020

**SUBMITTED ELECTRONICALLY**

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

**SENT VIA CERTIFIED MAIL**

Pacific Cardiovascular Associates Med. Group, Inc.  
3080 Bristol Street, Suite 600  
Costa Mesa, California 92626

Re: James Reznick

To whom it may concern:

This firm represents James Reznick in connection with his prior employment with Pacific Cardiovascular Associates Medical. Group, Inc. ("PCA"). In accordance with California Labor Code section 2699.3, this letter shall serve as Mr. Reznick's written notice to the Labor and Workforce Development Agency ("LWDA") and PCA regarding the following violations, and facts and theories supporting those violations, on Mr. Reznick's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of PCA.

Mr. Reznick was hired by PCA on or around September 10, 2001, and his employment continued until May 22, 2020. Throughout his employment, Mr. Reznick was issued itemized wage statements which failed to show "the name and address of the legal entity that is the employer". (See Exhibit A.) Accordingly, PCA violated Labor Code section 226, subdivision (a)(8). These violations were committed against current and other former employees of PCA, and within the last year.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Mr. Reznick intends to file a civil complaint against PCA pursuant to the Labor Code Private Attorneys General Act of 2004

Labor and Workforce Development Agency  
Pacific Cardiovascular Associates Med. Group, Inc.  
Re: James Reznick  
August 7, 2020  
Page 2 of 2

(Labor Code, § 2698 *et seq.*), on his behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.

By

A handwritten signature in blue ink, appearing to read "John P. Briscoe", is written over a horizontal line.

JOHN P. BRISCOE

# Exhibit A

| Earnings                                 |           |          |              |
|------------------------------------------|-----------|----------|--------------|
| Desc/Rate                                | Hrs/Units | Current  | Insperty YTD |
| 02/23/20-03/07/20<br>Salary<br>[5429.31] |           | 5,429.31 |              |
| <b>GROSS</b>                             |           | 5,429.31 | 28,396.55    |

| Pre-Tax Deductions |          |           |  |
|--------------------|----------|-----------|--|
| 401K Plan          | 1,845.97 | 9,654.05  |  |
| Dependent D/V      | 11.52    | 57.60     |  |
| Employee Med       | 160.98   | 804.90    |  |
| Employee D/V       | 12.18    | 60.90     |  |
| <b>TOTAL</b>       | 2,030.65 | 10,578.25 |  |

|                                |          |           |  |
|--------------------------------|----------|-----------|--|
| <b>Taxable Gross</b>           | 3,398.66 | 17,818.30 |  |
| <b>SocSec Taxable Amount</b>   |          | 27,473.15 |  |
| <b>Medicare Taxable Amount</b> |          | 27,473.15 |  |

| Deductions & Credits |        |          |  |
|----------------------|--------|----------|--|
| Federal Taxes        | 298.03 | 1,671.65 |  |
| SocSec               | 325.17 | 1,703.35 |  |
| Medicare             | 76.05  | 398.38   |  |
| CA SIT               | 199.71 | 1,082.95 |  |
| CA SDI               | 52.45  | 274.75   |  |
| <b>TOTAL</b>         | 951.41 | 5,131.08 |  |

|                |          |  |  |
|----------------|----------|--|--|
| <b>NET PAY</b> | 2,447.25 |  |  |
|----------------|----------|--|--|

| Direct Deposit |          |          |
|----------------|----------|----------|
| Routing#       | Account# | Amount   |
|                |          | 2,447.25 |

| Time-off Balances YTD |       |           |              |
|-----------------------|-------|-----------|--------------|
| Description           | Units | Available | Used Balance |
| PTO                   | Hours | -2.08     | 0.00 -2.08   |

Division: 3791300

From: 02/23/2020

Date: 03/13/2020

To: 03/07/2020

Check #0050120056

Bank #

Pay Type: Salary

Name: JAMES WARREN REZNICK  
Employee ID: 2697116

| Earnings                                 |           |          |              |
|------------------------------------------|-----------|----------|--------------|
| Desc/Rate                                | Hrs/Units | Current  | Insperty YTD |
| 02/09/20-02/22/20<br>Salary<br>[5429.31] |           | 5,429.31 |              |
| <b>GROSS</b>                             |           | 5,429.31 | 22,967.24    |

| Pre-Tax Deductions |          |          |  |
|--------------------|----------|----------|--|
| 401K Plan          | 1,845.97 | 7,808.08 |  |
| Dependent D/V      | 11.52    | 46.08    |  |
| Employee Med       | 160.98   | 643.92   |  |
| Employee D/V       | 12.18    | 48.72    |  |
| <b>TOTAL</b>       | 2,030.65 | 8,547.60 |  |

|                                |          |           |  |
|--------------------------------|----------|-----------|--|
| <b>Taxable Gross</b>           | 3,398.66 | 14,419.64 |  |
| <b>SocSec Taxable Amount</b>   |          | 22,228.52 |  |
| <b>Medicare Taxable Amount</b> |          | 22,228.52 |  |

| Deductions & Credits |        |          |  |
|----------------------|--------|----------|--|
| Federal Taxes        | 298.03 | 1,373.62 |  |
| SocSec               | 325.17 | 1,378.18 |  |
| Medicare             | 76.05  | 322.33   |  |
| CA SIT               | 199.71 | 883.24   |  |
| CA SDI               | 52.45  | 222.30   |  |
| <b>TOTAL</b>         | 951.41 | 4,179.67 |  |

|                |          |  |  |
|----------------|----------|--|--|
| <b>NET PAY</b> | 2,447.25 |  |  |
|----------------|----------|--|--|

| Direct Deposit |          |          |
|----------------|----------|----------|
| Routing#       | Account# | Amount   |
|                |          | 2,447.25 |

| Time-off Balances YTD |       |           |              |
|-----------------------|-------|-----------|--------------|
| Description           | Units | Available | Used Balance |
| PTO                   | Hours | -5.54     | 0.00 -5.54   |

Division: 3791300

From: 02/09/2020

Date: 02/28/2020

To: 02/22/2020

Check #049895041

Bank #

Pay Type: Salary

Name: JAMES WARREN REZNICK  
Employee ID: 2697116

| Earnings                               |           |          |              |
|----------------------------------------|-----------|----------|--------------|
| Desc/Rate                              | Hrs/Units | Current  | Insperty YTD |
| 02/02/20-02/02/20<br>Salary<br>[29.31] |           | 5,429.31 |              |
| <b>GROSS</b>                           |           | 5,429.31 | 17,537.93    |

| Pre-Tax Deductions |          |          |  |
|--------------------|----------|----------|--|
| 401K Plan          | 1,845.97 | 5,962.91 |  |
| Dependent D/V      | 11.52    | 34.56    |  |
| Employee Med       | 160.98   | 482.94   |  |
| Employee D/V       | 12.18    | 36.54    |  |
| <b>TOTAL</b>       | 2,030.65 | 6,516.95 |  |

|                                |          |           |  |
|--------------------------------|----------|-----------|--|
| <b>Taxable Gross</b>           | 3,398.66 | 11,020.98 |  |
| <b>SocSec Taxable Amount</b>   |          | 16,983.89 |  |
| <b>Medicare Taxable Amount</b> |          | 16,983.89 |  |

| Deductions & Credits |        |          |  |
|----------------------|--------|----------|--|
| Federal Taxes        | 298.03 | 1,075.59 |  |
| SocSec               | 325.17 | 1,053.01 |  |
| Medicare             | 76.05  | 246.28   |  |
| CA SIT               | 199.71 | 683.53   |  |
| CA SDI               | 52.45  | 169.85   |  |
| <b>TOTAL</b>         | 951.41 | 3,228.26 |  |

|                |          |  |  |
|----------------|----------|--|--|
| <b>NET PAY</b> | 2,447.25 |  |  |
|----------------|----------|--|--|

| Direct Deposit |          |          |
|----------------|----------|----------|
| Routing#       | Account# | Amount   |
|                |          | 2,447.25 |

| Time-off Balances YTD |       |           |              |
|-----------------------|-------|-----------|--------------|
| Description           | Units | Available | Used Balance |
| PTO                   | Hours | -9.00     | 0.00 -9.00   |

Division: 3791300

From: 01/26/2020

Date: 02/14/2020

To: 02/08/2020

Check #049647071

Bank #

Pay Type: Salary

Name: JAMES WARREN REZNICK  
Employee ID: 2697116