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December 20, 2021

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL #7019 0700 0001 7488 9340

Return Receipt Requested

West County Medical Corporation
26460 Summit Circle
Santa Clarita, CA 91350

VIA CERTIFIED MAIL #7019 0700 0001 7488 9357

Return Receipt Requested

West County Medical Clinic
100 East Market Street
Long Beach, CA 90805

VIA CERTIFIED MAIL # 7019 0700 0001 7488 9364

Return Receipt Requested

American Health Services, LLC
26460 Summit Circle
Santa Clarita, CA 91350

VIA CERTIFIED MAIL #7019 0700 0001 7488 9371

Return Receipt Requested

Kamelia Yadegari
717 Lincoln Blvd.
Venice, CA 90291

Re: Sharon Adams and Alice Puentes v. West County Medical Corporation; West County Medical Clinic; and American Health Services, LLC

**AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2698 ET SEQ.
Original Notice Filed September 2, 2021**

To: Labor and Workforce Development Agency; West County Medical Corporation; West County Medical Clinic; and American Health Services, LLC

From: Sharon Adams and Alice Puentes, on behalf of themselves and aggrieved employees who were subject to the employer's wage and hour policies set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Sharon Adams ("Ms. Adams") and Alice Puentes ("Ms. Puentes"), who intend to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of themselves and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

West County Medical Corporation is a California corporation which owns and operates medical clinics. American Health Services, LLC, is a Nevada LLC which owns and operates medical clinics throughout California. West County Medical Clinic is a medical clinic operating under West County Medical Corporation and/or American Health Services, LLC. (Collectively "Employer"). Ms. Adams and Ms. Puentes are informed and believe that various clinics throughout California are operating under West County Medical Corporation and/or American Health Services, LLC who are joint employers and/or an integrated enterprise.

Ms. Adams began working for Employer as a Dispensing Nurse on or about March 4, 2014. Ms. Puentes began working for Employer as a Certified Drug Counselor on or about January 21, 1981. Ms. Adams and Ms. Puentes were both terminated on or about April 1, 2021.

Ms. Adams and Ms. Puentes allege that Employer violated various sections of the Labor Code, including sections 201, 203, 204, 226, 226.7, 510 512, 1174, and 1194 by:

- a) Failing to pay Ms. Adams, Ms. Puentes, and aggrieved employees all wages owed, including minimum wage and overtime,
- b) Failing to provide Ms. Adams, Ms. Puentes, and aggrieved employees with compliant meal and rest periods or premium compensation in lieu thereof,
- c) Failing to provide Ms. Adams, Ms. Puentes, and aggrieved employees with accurate itemized wage statements, and
- d) Failing to pay Ms. Adams, Ms. Puentes, and aggrieved employees all wages earned and owed upon termination or separation of employment.

Ms. Adams, Ms. Puentes, and the aggrieved employees are identifiable current and/or former hourly non-exempt employees who worked for Employer in California during the liability period of one year prior to the submission of this notice.

- A. Employer failed to pay Ms. Adams, Ms. Puentes, and aggrieved employees for all hours worked, including both minimum wage and overtime

Pursuant to Labor Code section 1194, subdivision (a), “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 510, subdivision (a), provides that [a]ny work in excess of eight hours in one workday and any work in excess of 40 hours 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.”

Employer failed to compensate Ms. Adams, Ms. Puentes, and aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Ms. Adams, Ms. Puentes, and aggrieved employees were required to arrive to work up to ten (10) minutes early to open doors and turn off alarms before clocking in for their shift. Additionally, Ms. Adams, Ms. Puentes, and aggrieved employees were required to stay and continue working after clocking out at the end of their shift until all of their work was completed.

Accordingly, since Ms. Adams, Ms. Puentes, and aggrieved employees were not paid at all for the additional hours worked before clocking in or after clocking out, Employer failed to compensate them at the applicable minimum wage rate. To the extent that the aforementioned off the clock worked caused Ms. Adams, Ms. Puentes, and aggrieved employees to actually work more than eight hours in one workday or more than forty hours in one workweek, Employer failed to compensate Ms. Adams, Ms. Puentes, and aggrieved employees at the applicable overtime rates.

Employer also utilized a practice or policy of routinely rounding the hours worked by Ms. Adams, Ms. Puentes, and aggrieved employees which resulted in Ms. Adams, Ms. Puentes, and aggrieved employees being undercompensated to the benefit of Employers.

Employer’s failure to pay Ms. Adams, Ms. Puentes, and aggrieved employees for all hours worked, including minimum wage and applicable overtime rates, as detailed above is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

B. Employer failed to provide Ms. Adams, Ms. Puentes, and aggrieved employees with meal periods or premium compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no employer shall employ a person for a work period of more than five hours without providing an uninterrupted meal period of at least thirty minutes. Further, when an employer fails to provide an employee a required meal period, the employer must pay the employee one hour of pay at the employee’s regular rate of pay for each workday that a required meal period is not provided.

Ms. Adams, Ms. Puentes, and aggrieved employees were often required to work during their meal periods due to Employer being understaffed. Due to the workload and demands of Employer, Ms. Adams, Ms. Puentes, and aggrieved employees were required to take their meal periods late, after the fifth hour of work, or had their meal periods interrupted and/or cut short and were required to return to work. On these occurrences, Employer still deducted thirty (30) minutes of pay and

failed to compensate Ms. Adams, Ms. Puentes, and aggrieved employees with one (1) additional hour of pay at their regular rate of pay as required by law.

Employer's conduct in failing to provide compliant meal periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Ms. Adams, Ms. Puentes, and aggrieved employees with rest periods or premium compensation in lieu thereof

Labor Code section 226.7 requires that employers permit all employees to take a ten-minute rest period for every four hours, or major fraction thereof worked. Further, when an employer fails to provide an employee with required rest periods, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required rest period is not provided.

Ms. Adams, Ms. Puentes, and aggrieved employees were often precluded from taking rest breaks due to the workload and demands of Employer. Employer was often understaffed and as a result, Ms. Adams, Ms. Puentes, and aggrieved employees were required to cut their rest breaks short or skip them altogether. On these occurrences, Employer failed to compensate Ms. Adams, Ms. Puentes, and aggrieved employees with one (1) additional hour of pay at their regular rate of pay as required by law.

Employer's conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as a violation of Labor Code section 226.7.

D. Employer failed to provide Ms. Adams, Ms. Puentes, and aggrieved employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires employers to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates and corresponding number of hours worked at each hourly rate, and the name and address of the legal entity that is the employer. Labor Code section 1174 further requires employers to keep accurate payroll records that include "the hours worked daily" by employees.

By failing to pay Ms. Adams, Ms. Puentes, and aggrieved employees for all hours worked and premium compensation for missed meal and rest periods, Employer provided wage statements that were incomplete and inaccurate. Specifically, Employer provided wage statements with an inaccurate total number of hours worked which resulted in inaccurate gross and net wages, and an inaccurate corresponding number of hours worked at each hourly rate.

Additionally, the wage statements provided by Employer indicate the name of the employer is "West County Medical." However, the legal entity that is the employer is either "West County Medical Corporation," "West County Medical Clinic," or "American Health Services, LLC." Thus, compounding the inaccuracy of the wage statements provided by Employer.

Employer's conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

E. Employer failed to pay Ms. Adams, Ms. Puentes, and aggrieved employees all wages earned and owed upon termination or separation of employment

Pursuant to Labor Code section 201, subdivision (a), “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202, subdivision (a) provides that “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

At the time of Ms. Adams, Ms. Puentes, and aggrieved employees’ termination or separation of employment, they were owed wages for the hours they worked off the clock as well as premium pay for non-compliant meal and rest periods. Thus, Employer violated sections 201 and 202 of the Labor Code by failing to pay Ms. Adams, Ms. Puentes, and aggrieved employees their earned unpaid wages in full at the time their employment ended.

Labor Code section 203, subdivision (a), states that “[i]f an employer willfully fails to pay ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Accordingly, Ms. Adams, Ms. Puentes, and aggrieved employees are entitled to thirty (30) days of waiting time penalties.

F. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Adams and/or Ms. Puentes become aware of additional compensation owed or losses incurred by Ms. Adams, Ms. Puentes, or by any other aggrieved employee of the Employer, Ms. Adams and Ms. Puentes expressly reserve the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

LABOR AND WORKFORCE DEVELOPMENT AGENCY

December 21, 2021

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If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Laura Theriault, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: ltheriault@mahoney-law.net

Sincerely,

A handwritten signature in cursive script that reads "LTheriault".

Laura Theriault, Esq.

MAHONEY LAW GROUP, APC