

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Maureen Duffy-Lewis

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Attorneys for Plaintiff RONAK GARG, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and all other current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RONAK GARG, on behalf of himself and all
others similarly aggrieved employees,

Plaintiff,

v.

PROVIDENCE MEDICAL ASSOCIATES,
INC., a California Corporation; and DOES 1-
50, Inclusive,

Defendants,

Case No. **22STCV03368**

COMPLAINT

- Civil Penalties under the Private Attorneys General Act (PAGA)**

1 Plaintiff, RONAK GARG, as a representative of the State of California and the Labor and
2 Workforce Development Agency (LWDA), and on behalf of himself and all other current and
3 former aggrieved employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff, as a representative of the State
6 of California and the LWDA, and on behalf of Plaintiff and other similarly aggrieved employees,
7 to collect civil penalties for Defendant's Labor Code violations.

8 2. Defendant and employer, PROVIDENCE MEDICAL ASSOCIATES, INC
9 ("Defendant"), violated numerous wage and hour laws covering both exempt and non-exempt
10 with respect to Plaintiff and other aggrieved employees by failing to provide, for example: failure
11 to timely pay all compensation earned in the course of employment, failure to issue accurate and
12 itemized wages statements, and failure to reimburse for expenses incurred during the course and
13 scope of employment.

14 **PARTIES**

15 **The Plaintiff**

16 3. Plaintiff is, and at all times herein mentioned was, a resident of the County of Los
17 Angeles. Defendant employed Plaintiff as a physician/hospitalist from September 2014 to
18 February 2021. Similarly aggrieved, former and/or current employees are those exempt and non-
19 exempt employees employed by Defendants during the relevant time period who were subject
20 to the illegal policies and practices alleged herein, including but not limited to the same wage
21 and hour policies/practices as Plaintiff, and thereby suffered injury, including but not limited to
22 similar or substantially similar violations as Plaintiff.

23 **The Defendants**

24 4. Defendant, PROVIDENCE MEDICAL ASSOCIATES, INC., is a California
25 Corporation which, at all relevant times mentioned herein, existing, doing business and
26 employing individuals in the County of Los Angeles, State of California. Plaintiff is further
27 informed and thereon alleges, that Defendants, and each of them, exercised control over Plaintiff
28 and Aggrieved Employees' wages, hours, and working conditions.

1 5. The true names and capacities, whether individual, corporate, associate, or
2 otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this
3 time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to
4 amend this Complaint to insert the true names and capacities of said Defendants when the same
5 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
6 the fictitiously-named Defendants are responsible for the wrongful acts alleged herein and is
7 therefore liable to Plaintiff as alleged hereinafter.

8 6. Plaintiff is informed and believes, and based thereupon alleges, that at all times
9 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
10 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
11 the other Defendants, and each of them, and in doing the things alleged herein, were acting at
12 least in part within the course and scope of said agency, employment, conspiracy, joint
13 employment, alter ego status, and/or joint venture and with the permission and consent of each of
14 the other Defendants.

15 7. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
16 and each of them, including those Defendants named DOES 1-50, acted in concert with one
17 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled,
18 and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so.
19 Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and
20 each of them, including those Defendants named as DOES 1-50, formed and executed a
21 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged
22 herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended
23 to and actually causing Plaintiff harm.

24 8. Whenever and wherever reference is made in this Complaint to any act or failure
25 to act by a defendant or co-defendant, such allegations and references shall also be deemed to
26 mean the acts and/or failures to act by each defendant acting individually, jointly and severally.
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10. The California Superior Court has jurisdiction over this matter. This action is limited to the recovery of civil penalties, such that no claims for individual damages are presented herein. Further, PAGA penalties cannot be aggregated to meet the minimum jurisdictional amount (\$75,000.00) required for federal court jurisdiction, whether originally filed in federal court or through diversity removal. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law, including, but not limited to, the California Labor Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure, and California Rules of Court.

11. Defendant employed Plaintiff as a medical physician and hospitalist, from approximately September 2014 through February 7, 2021.

13. At all relevant times herein, Defendant employed Plaintiff and other Aggrieved Employees. Aggrieved Employees mean and refer to those exempt and non-exempt employees employed by Defendants during the relevant time period who were subject to the illegal policies and practices alleged herein, including but not limited to the same wage and hour policies/practices as Plaintiff, and thereby suffered injury during the relevant PAGA period (October 01, 2020 – present), including but not limited to similar or substantially similar violations as Plaintiff.

4

Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the 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 specified in Labor Code section 2699.3.

15. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

16. Defendant's conduct during the PAGA period with respect to Plaintiff and the Aggrieved Employees violates numerous Labor Code sections as detailed herein.

17. Plaintiff alleges that Defendant has engaged in a systematic pattern of wage and hour violations under the California Labor Code and IWC Wage Orders.

18. At all relevant times herein, Defendant employed Plaintiff and other Aggrieved Employees as exempt and non-exempt employees holding various positions and who experienced the violations set forth in this Complaint.

19. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive all wages in the amount Defendant offered or promised to pay as compensation for the labor of Plaintiff and other Aggrieved Employees, including but not limited to bonuses in the form of quarterly performance incentives, and that Defendant fail to pay all wages earned for work that was required to be performed. Wages includes all amounts for labor performed by employees of every description, whether the amount is fixed, or ascertained by a standard of time, piece, commission basis, or other method of calculation. (Labor Code section 200.) In violation of the Labor Code and IWC Wage Orders, Defendant failed to pay Plaintiff and Aggrieved Employees for all hours worked..

20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and certain Aggrieved Employees were entitled to timely payment of wages due upon separation of employment. As a result of Defendant failing to timely pay all performance incentives earned by Plaintiff and other Aggrieved Employees, in violation of the Labor Code, Plaintiff and certain Aggrieved Employees did not receive payment of all wages due, within permissible time periods, upon separation of employment.

21. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized wage statements that accurately set forth the information required under Labor Code section 226, including but not limited to applicable rates of pay and total amount of wages earned. Due to Defendant's failure to timely pay performance incentives earned by Plaintiff and other Aggrieved Employees, Defendant failed to issue to Plaintiff and Aggrieved Employees accurate itemized wage statements that correctly reported their gross and net wages earned and each applicable rate of pay in effect during the pay period.

22. Defendant did not issue either cellular telephones or laptop computers to Plaintiff and Aggrieved Employees yet required them to perform necessary job functions using such devices and equipment. Consequently, Plaintiff and other Aggrieved Employees were required to purchase or use their personal cellular telephones and computing devices for the benefit of Defendant, without legally mandated reimbursement from Defendant, in violation of Labor Code section 2802.

FIRST CAUSE OF ACTION

**(Civil Penalties Under the Private Attorneys General Act,
Labor Code § 2699 et seq., For Violations of the Labor Code)**

23. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully alleged herein.

24. By this complaint, Plaintiff brings this case as a representative action seeking penalties for himself, the Aggrieved Employees, and the State of California in a representative

1 capacity, as provided by the PAGA, Labor Code sections 2698 et seq. Plaintiff is an aggrieved
2 employee who was employed by Defendant and subject to at least one of the Labor Code
3 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
4 his notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203, 204,
5 226, 226.3, 558, 2802.

6 25. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
7 of action under PAGA only after giving the LWDA and the employer notice of the Labor Code
8 sections alleged to have been violated, and after receiving notice from the LWDA of its intention
9 not to investigate, or after 65 days have passed without notice from the LWDA.

10 26. Prior to filing this complaint, on October 01, 2021, Plaintiff gave written notice
11 of the specific provisions alleged to have been violated, including the facts and theories to
12 support the alleged violations, as required by Labor Code section 2699.3. The written notice was
13 given via certified mail to Defendants, and the LWDA by electronically filing the notice via the
14 Department of Industrial Relations website. Plaintiff was given an LWDA case number of
15 LWDA-CM- 47007-21. A true and correct copy of Plaintiff's notice to the LWDA and
16 Defendant(s), dated October 01, 2021 is attached hereto as **Exhibit A**.

17 27. The LWDA has not provided Plaintiff with any notice that it intends to investigate
18 the violations as alleged in Plaintiff's October 01, 2021, notice, and more than 65 calendar days
19 have elapsed since the postmark date on the notice.

20 28. California Labor Code §§2698-2699.5, in relevant part provides, "any provision
21 of this code that provides for a civil penalty to be assessed and collected by the Labor and
22 Workforce Development Agency...for a violation of this code, may, as an alternative, be
23 recovered through a civil action brought by an aggrieved employee on behalf of himself or
24 herself and other current or former employees pursuant to the procedures specified in Section
25 2699.3."

26 29. As an aggrieved employee, Plaintiff brings this civil action to recover civil
27 penalties for Defendant's Labor Code violations.
28

1 **First Violation**

2 **(Failure to Provide Complete and Accurate Wage Statements,**
3 **in Violation of Labor Code Section 226)**

4 30. Under California Labor Code §226(a), an employer is legally obligated to provide
5 its employees, semi-monthly or at the time of payment of wages, “an accurate itemized statement
6 in writing...”

7 31. Plaintiff alleges that Defendant knew or should have known that Plaintiff and
8 Aggrieved Employees were entitled to receive itemized wage statements that accurately set forth
9 the information required under Labor Code section 226, including but not limited to applicable
10 rates of pay and total amount of wages earned. Due to Defendant’s failure to timely pay
11 performance incentives earned by Plaintiff and other Aggrieved Employees, Defendant failed to
12 issue to Plaintiff and Aggrieved Employees accurate itemized wage statements that correctly
13 reported their gross and net wages earned and each applicable rate of pay in effect during the
14 pay period.

15 32. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
16 for Defendant’s Labor Code violations alleged herein, as well as attorney’s fees and costs, under
17 Labor Code § 2699.
18

19 **Second Violation**

20 **(Failure to Timely Pay Wages During Employment)**

21 33. Pursuant to California Labor Code § 204, for all labor performed between the 1st
22 and 15th days of any calendar month, an employer is required to pay its employees between the
23 16th and 26th day of the month during which the labor was performed. California Labor Code §
24 204 also provides that for all labor performed between the 16th and 26th days of any calendar
25 month, Defendants are required to pay their employees between the 1st and 15th day of the
26 following calendar month. In addition, California Labor Code § 204 provides that all wages
27 earned for labor in excess of the normal work period shall be paid no later than the payday of the
28 next regular payroll period.

34. Specifically, Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive all wages in the amount Defendant offered or promised to pay as compensation for the labor of Plaintiff and other Aggrieved Employees, including but not limited to bonuses in the form of quarterly performance incentives, and that Defendant fail to pay all wages earned for work that was required to be performed. Wages includes all amounts for labor performed by employees of every description, whether the amount is fixed, or ascertained by a standard of time, piece, commission basis, or other method of calculation. (Labor Code section 200.) In violation of the Labor Code and IWC Wage Orders, Defendant failed to pay Plaintiff and Aggrieved Employees for all hours worked

35. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

Third Violation

(Failure to Pay All Wages Due to Discharged and Quitting Employees)

36. Pursuant to California Labor Code § 201, 202, and 203, Defendant is required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

37. Specifically, ss a result of Defendant failing to timely pay all performance incentives earned by Plaintiff and other Aggrieved Employees, in violation of the Labor Code, Plaintiff and certain Aggrieved Employees did not receive payment of all wages due, within permissible time periods, upon separation of employment.

38. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

Fourth Violation

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(Plaintiff realleges and incorporates by reference the allegations in paragraphs 1 through 68.

39. Labor Code section 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

40. Defendant failed to indemnify Plaintiff and Aggrieved Employees for all necessary expenditures or losses incurred by Plaintiff and Aggrieved Employees in direct consequence of the discharge of their duties. Specifically, Defendant failed to indemnify Plaintiff and Aggrieved Employees for expenditures they incurred on their behalf, including, but not limited to use of their personal mobile phones and personal computing devices, as well as utilizing personal cellular or broadband data plans, to conduct company business. In violation of the Labor Code, Defendant failed to reimburse Plaintiff and Aggrieved Employees for these business-related expenditures.

41. By virtue of Defendant's unlawful actions, Plaintiff and the Aggrieved Employees have suffered, and will continue to suffer, damages in amounts which are presently unknown, but will be ascertained according to proof at trial.

42. Plaintiff seeks recovery of civil penalties individually, on behalf of the Aggrieved Employees and the State of California for violations of Labor Code section 2802 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

43. Plaintiff, individually and on behalf of the aggrieved employees and the State of California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g) and Code of Civil Procedure section 1021.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

1. For penalties in an amount according to proof.
2. For reasonable attorney's fees and costs pursuant to the PAGA; and
3. For such other and further relief as this Court may deem just and proper.

Dated: January 27, 2022

Respectfully Submitted,
WORK LAWYERS, PC

A handwritten signature in blue ink that reads "Justin Lo". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Justin Lo, Esq.
Attorney for Plaintiff

EXHIBIT A



NOTICE OF LABOR CODE VIOLATIONS - PAGA
(Labor Code § 2699.3)

DATE **October 1, 2021**

DELIVERY **Online Filing and Certified U.S. Mail**

RECIPIENTS California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Providence Medical Associates, Inc.
c/o Mark L. Edwards, Esq.
Heller & Edwards
21650 Oxnard Street, Suite 1580
Woodland Hills, CA 91367

Providence Medical Associates, Inc.
Attn. Elizabeth Sander Difiori
Agent for Service of Process
21311 Madrona Ave., Suite 101
Torrance, CA 90503

Providence Medical Associates, Inc.
Human Resources/Legal Dept.
21311 Madrona Ave., Suite 101
Torrance, CA 90503

SUBJECT **RONAK GARG v. PROVIDENCE MEDICAL ASSOCIATES, INC. — NOTICE OF
LABOR CODE VIOLATIONS UNDER CAL. LABOR CODE §2699.3**

Dear PAGA Administrator:

This office represents RONAK GARG (“Complainant” or “Employee”) in connection with his claims under the California Labor Code. Complainant is a former employee of PROVIDENCE MEDICAL ASSOCIATES, INC. (“PMA” or “Employer”), a California Corporation. Pursuant to Labor Code section 2699.3, subdivision (a), we are providing written notice that Employer is in violation of various provisions of the California Labor Code.

Complainant intends to file a complaint against Employer in California Superior Court pursuant to Labor Code section 2699 on behalf of himself and all aggrieved employees within the one

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E-Mail: justin@caworklawyer.com
22939 Hawthorne Boulevard, Suite 202
Torrance, California 90505

year prior to the filing of the complaint. Aggrieved Employees are all exempt and non-exempt workers employed by Employer during the relevant PAGA period, holding various positions, subject to the same or substantially similar policies and who experienced the same violations, wholly or in part, as set forth in this notice (“Aggrieved Employees”).

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Complainant reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Employer is on notice that Complainant continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

If Employer intend to cure the alleged violations within the statutory time period set forth in Labor Code sections 2699 and 2699.3, subdivision (a), the Employer shall provide notice including a description of actions taken to cure. If the alleged violation is not cured within the statutory time period, Complainant will commence a civil action pursuant to Section 2699.

The Employer

Employer and its agents own, operate, or otherwise manage a business known as PROVIDENCE MEDICAL ASSOCIATES, INC., a business registered as a corporation in the State of California on or about September 16, 2013. Based on information and belief, Employer operates at least one medical center, Providence Little Company of Mary, located at 4101 Torrance Blvd., Torrance, CA 90503 where Complainant was employed. Employer may be contacted directly through its agent for service of process at the above-listed addresses.

Complainant is informed and believes and thereon alleges that Employer employ, at a minimum, twenty-five (25) or more Aggrieved Employees, defined as above, i.e., who are either exempt and non-exempt employees at its California locations at any given time, holding various positions, subject to the same or substantially similar policies and who experienced the same violations, wholly or in part. Specifically, it is believed that at any given time, Employer has

approximately 25 or more persons employed as exempt and non-exempt employees within California with additional employees in other positions within California.

Factual Background

Employer employed Complainant as an exempt medical physician, who is aggrieved because he has suffered violations of the Labor Code, including and not limited to sections 203 and 2802, which cover exempt as well as non-exempt employees. On information and belief, Complainant believes the legal violations affected both exempt and non-exempt employees (including himself), in whole or in part. Complainant alleges non-exempt Aggrieved Employees were not provided meal and rest periods as required under Labor Code sections 226.7 and 512, because Employer, in an effort to curtail labor costs, understaffed work shifts despite reasonably foreseeable workloads, resulting in sufficient coverage for meal and rest period relief. Consequently, because Employer prioritized completion of daily work duties ahead of meal and rest period compliance, aggrieved non-exempt employees were forced to miss, delay or interrupt their statutorily mandated meal and rest periods

With respect to alleged violations other than those arising from Labor Code sections 203 and 2802, Complainant seeks to be a PAGA representative on behalf of exempt and non-exempt employees per *Huff v. Securitas* (2018) 23 Cal.App.5th 745, which held an otherwise aggrieved employee may seek to represent other aggrieved employees for violations which s/he did not experience individually.

Complainant was employed by Employer from approximately September 2014 to about February 7, 2021. Complainant's duties include seeing, diagnosing, and treating patients, and documenting the patients' progress into a computer system. Complainant and similarly Aggrieved Employees were earned a non-discretionary bonus pursuant to a company group plan, which Employer failed to pay to Complainant at the end of the employment relationship. Despite working the entire year of 2020, Complainant was not paid his earned bonus for the last three months of 2020. Accordingly, this failure to pay all wages owed gives rise to statutory and civil penalties under Labor Code section 203 and PAGA.

During Complainant's employment, Complainant and Aggrieved Employees were not reimbursed for business related expenses. Among others, Complainant and Aggrieved Employees utilized their own personal cellphones to communicate with various hospital staff. Complainant and Aggrieved Employees also used their own internet service and computers to log into the

Employer's computer system to document, track, and write reports for patients without reimbursement by Employer.

As a result of the violations described above, Complainant and Aggrieved Employees experienced collateral or derivative violations. Specifically, Employer failed to provide Complainant and Aggrieved Employees accurate itemized wage statements in writing in compliance with Labor Code section 226, and failed to compensate Complainant and Aggrieved Employees for all wages owed at the time employment with Employer had ended.

Legal Violations

At all relevant times, Complainant and Aggrieved Employees were exempt and non-exempt employees working for Employer. At all relevant times, Complainant was an aggrieved employee as defined in Labor Code section 2699, subdivision (c). (Lab. Code, § 2699, subd. (c) ["any person who was employed by the alleged violator and against whom one or more of the violations was committed"].)

Complainants and Aggrieved Employees' employment resulted in numerous violations of the California Labor Code, including the following:

- ❑ Employer failed to keep accurate and complete time records for Complainant and Aggrieved Employees. (Lab. Code, §§ 1174, 1198, 1199; Cal. Code Regs., tit. 8, § 11040, subd. 7(A)(3) ["Every employer shall keep accurate information with respect to each employee including the following: . . . Time records showing when the employee begins and ends each work period."].)
- ❑ Employer failed to pay Complainant and Aggrieved Employees for all hours worked. (Lab. Code, § 1197; *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324 [an employer's failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage].)
- ❑ Employers failed to pay Aggrieved Employees at least minimum wage for all hours worked or overtime rates for overtime work. (Lab. Code, §§ 1194, 1197, 1197.1.)
- ❑ Employers failed to pay Aggrieved Employees overtime equal to one and one-half times their regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. (Lab. Code §§ 510, 1198–1199; Cal. Code Regs., tit. 8, § 11040, subd. 3.)
- ❑ Employers failed to pay Complainant and Aggrieved Employees overtime equal to double their regular hourly rate of pay for each hour worked beyond twelve (12) hours

per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day or work in a work week. (Lab. Code §§ 510, 1198–1199; Cal. Code Regs., tit. 8, § 11040, subd. 3.)

- ☐ Employer failed to pay Complainant and Aggrieved Employees all wages earned by Complainant and Aggrieved Employees on at least semimonthly paydays. (Labor Code, §§ 204, subd. (a), 207.)
- ☐ Employer refused to make and/or falsely denied the amount of payments due to Complainant and Aggrieved Employees. (Lab. Code, § 216; see also Lab. Code, §§ 1174, 1197, 1197.1, 1198, 1199, 2699.)
- ☐ Employer intentionally and willfully failed to provide proper and accurate wage statements to employee s Complainant and Aggrieved Employees. (Lab. Code, § § 226, subd. (a), 226.3, 226.6.) The deficiencies include, among other things, the failure to correctly identify the total hours worked, the gross wages, correct hourly rate earned by Complainant and Aggrieved Employees, and the bonus earned and/or unpaid by Complainant and Aggrieved Employees.
- ☐ Employer failed to provide proper notices regarding employee pay to Complainant and Aggrieved Employees. (Lab. Code, § 2810.5.)
- ☐ Employer failed to pay employees all earned and unpaid wages when they separated/separate from employment including but not limited to all bonuses earned. (Lab. Code, §§ 201, 202, 203, 210.)
- ☐ Employer refused to reimburse Complainant and Aggrieved Employees for all expenses incurred during the course and scope of their employment (Lab. Code, § 2802.)

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. Complainant and other Aggrieved Employees seek to recover those amounts.

Conclusion

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

The purpose of this letter is to satisfy the requirement created by Labor Code sections 2699 and 2699.3, subdivision (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 or LWDA 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-based 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 (60) days** of this notice to our office and to that of other charged parties.

If you have any questions, please contact me at the phone number or address below:

Justin Lo, Esq.
May T. To, Esq.
Work Lawyers PC
22939 Hawthorne Boulevard, Suite 202
Torrance, California 90505
Tel: (424) 355-8535
Email: justin@caworklawyer.com
may@caworklawyer.com

Thank you for your attention to this matter. I look forward to hearing from you at your earliest convenience.

Sincerely,

A handwritten signature in blue ink that reads "May T. To". The signature is written in a cursive, flowing style.

MAY TO, ESQ.



Work Lawyers PC <info@caworklawyer.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "info@caworklawyer.com" <info@caworklawyer.com>

Fri, Oct 1, 2021 at 2:37 PM

10/1/2021

LWDA Case No. LWDA-CM-847007-21
Law Firm : Work Lawyers PC
Plaintiff Name : Ronak Garg
Employer: Providence Medical Associates, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm