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VIA CERTIFIED U.S. MAIL—RETURN RECEIPT REQUESTED

December 17, 2021

Attention: PAGA Administrator  
Acting Agency Secretary  
California Labor & Workforce Development Agency  
PAGAfilings@dir.ca.gov

Monroe Operations, LLC  
Attn: Agent for Service of Process, CT Corporation Systems  
19200 Von Karman Ave., Suite 500, Irvine CA, 92612

Monroe Operations, LLC  
Attn: Joe Procopio  
3990 HILLSBORO PIKE, SUITE 330  
NASHVILLE TN 37215

**RE: Labor Code § 2699 Notice by Aggrieved Employees Paola Uribe and Maria Soto**

Dear PAGA Administrator and All Entities and Persons listed herein:

This constitutes statutory notice pursuant to Labor Code § 2699.3(a)(1) for purposes of bringing a claim under the Private Attorneys General Act, Cal. Labor Code § 2699, *et seq.* Please consider this a request for the California Labor & Workforce Development Agency (“LWDA” or “Agency”) to take action against Monroe Operations LLC., dba Newport Healthcare, Newport Academy, Newport Institute, and Center for Families (“MONROE”) and their agents, managers and supervisors, including Director and CEO, collectively (“Defendants”), for violations of the California Labor Code described below. I am writing on behalf of Paola Uribe and Maria Soto, aggrieved employees represented by this law firm, hereinafter (“Aggrieved Plaintiffs”) who seek to assert a PAGA claim on behalf of the State of California and all other current or former employees who have been employed by Defendants in California.

Further, pursuant to California Labor Code §§ 210, 558, 558.1, 1197.1, 2699(f) and other provisions of the Labor Code, please consider this a notice to MONROE Operations, LLC's owners, supervisors, managers, agents and all other person acting on behalf of MONROE including Joe Procopio, CEO, and the employer who caused to be violated any provision of the California Labor Code or Wage Orders governing hours and days of work. On information and belief, Joe Procopio, CEO has complete authority to implement and carry out the illegal wage and hour policies at issue herein.

This investigation request and notice of California Labor Code violations concerns the systematic failure by MONROE to pay current and former California non-exempt employees in conformance with provisions set out in the California Labor Code and in Wage Orders promulgated by the Industrial Welfare Commission. At the core of MONROE'S violations is a policy of systematically, willfully altering records of actual hours worked by its employees to avoid paying all regular and overtime premium wages earned by its employees and avoid paying premium wages for missed and/or late rest and/or meal periods. Particularly, systematically requiring or permitting employees to perform unpaid work outside their scheduled work time, systematically failing to pay overtime wages for all hours worked by employees in excess of eighth hours; systematically refusing to provide rest periods or to provide premium wages in lieu thereof; systematically refusing to provide meal periods or to provide premium wages in lieu thereof; systematically altering employee time records to show that meal periods were taken or taken at a different time, systematically failing to provide accurate wage statements and systematically failing pay of all wages owed upon separation from employment. These violations are a uniform policy applied to all non-exempt personnel at MONROE.

MONROE'S electronic record keeping, and post hoc modifications provide evidence of its consistent failures to pay actual hours worked, including regular and overtime hours, as well as additional premium wages for late and or missed meal periods. In summary, under MONROE'S current systematic practice, all hours worked in excess of eight hours are automatically deleted from its electronic records. Thus, MONROE violates the recordkeeping requirement set forth in Labor Code section 1194 and the applicable Wage Order, failing to document actual time records of work period starts and stops, as well as failing to record meal breaks and split shift intervals.

MONROE also does not provide its employees with proper rest and meal breaks nor compensate them with break premiums. MONROE attempts to avoid paying break premiums by altering employee time records to show meal periods when they were in fact not taken. Moreover, when meals are taken, MONROE changes the time of those meal periods to show that they were taken earlier in the workday.

MONROE also fails to issue accurate itemized wage statements to its non-exempt employees. MONROE intentionally and willfully failed to list all hours worked and wages owed. This is a direct result of MONROE'S policy and practices to avoid paying for overtime hours worked and rest and meal break premiums.

MONROE establishes their employees' work schedules and assigns non-exempt employees to work at more than one worksite on a given day. For example, PLAINTIFF works at one location for a part of the workday and then works at one or more other locations for the

remainder of the workday. MONROE does not reimburse its employees for their necessary travel expenses (i.e., mileage). MONROE also did not reimburse PLAINTIFF Uribe for having to buy cleaning supplies necessary for their job duties.

Additional facts and allegations are set forth in Plaintiffs' forthcoming complaint. Liability under the Private Attorneys General Act (Cal. Labor Code 88 2698 *et seq.*) ("PAGA") may be based on a wide variety of Labor Code provisions, including but not limited to §§ 201, 202, 203, 210, 216, 218, 218.6, 223, 225, 226, 226.7, 510, 512, 6400, 6401, 6401.7, 6402, 6403, 6404, 1174, 1175, 1194, 1194.2, 1197, 1197.1 1199 and 2673.1(a), IWC wage orders, 2699 *et seq.* and all of the provisions listed in Labor Code 2699.5 (including the penalty provisions related to these predicate provisions), among others. Any violation of these or any other Labor Code provisions serves as the basis for a PAGA claim by an aggrieved employee on behalf of themselves and other current and former employees.

In particular, the policies described above, and the violations set forth below relate to all the non-exempt employees employed at MONROE'S locations and worksites in California:

1. Failure to pay non-exempt employees all wages earned in violation of Cal. Labor Code §§ 201, 202, 221, 510, 1194, 558, 1197.1 and the Wage Orders. As described herein, the failure to compensate for all hours worked stems from Monroe's pay-by-schedule system and its failure to create and maintain accurate timekeeping records, as well as Monroe's failure to pay split shift premiums.
2. Failure to create and maintain accurate records as required by California Labor Code section 1174 and the applicable Wage Order, including accurate start and stop times of work and meal period records,
3. Failure to pay proper premium/overtime wages both as a result of uncompensated work and as a result of Monroe having counted all scheduled hours as regular hours rather than in accordance with California overtime law in violation of Labor Code section 510 and the applicable Wage Order.
4. Failure to properly provide/authorize and permit all paid ten-minute rest breaks to which non-exempt employees are entitled, and failure to pay premium rest period wages in lieu of rest breaks, in violation of Cal. Labor Code §§ 226.7, the applicable Wage Order, and California case law.
5. Failure to properly provide/authorize and permit proper meal breaks to which non-exempt employees are entitled, and failure to pay premium meal period wages in lieu of meal breaks, in violation of Cal. Labor Code §§ 226.7, 512, the applicable Wage Order, and California case law.
6. Failure to reimburse non-exempt employees to necessary business expenditures, including but not limited to mileage/transportation reimbursement for travel between assigned worksites, in violation of Labor Code section 2802 and California case law.

7. Failure to provide accurate wage statements. Employee wage statements failed to include total hours worked, all applicable hourly rates, accurate gross and net wages earned, and contained the wrong legal entity employer address in violation of Labor Code §§ 226, 1174 and the Wage Orders.
8. Failure to keep accurate time records and failure to provide accurate wage statements that reflect the actual hours worked and amounts earned.

The above provisions do not include all the derivative penalties associated with the above provisions, which are listed throughout the Labor Code and are PAGA penalties.

Aggrieved Plaintiffs, who were janitorial employees for MONROE during the past year, may be contacted through our office: Mallison & Martinez, Attorneys at Law, 1939 Harrison Street, Suite 730, Oakland, California 94612.

If no action is taken within 60 days, we will assume that we may pursue this action under the theories described above against the Defendants described above and their managers, agents, owners and other liable persons and entities (pursuant to §§ 210, 558, 1197.1, 2699(f) (and other provisions)).

PLEASE TAKE NOTICE THAT THIS IS ALSO A GENERAL LITIGATION PRESERVATION NOTICE to preserve all documents relating to all employees, including but not limited to all timekeeping and payroll records in paper form, native electronic form and any other format in which they are generated and maintained in the regular course of business; all databases and computer or electronic systems that are used for timekeeping and payroll; all records and evidence in any way related to the facts and claims asserted in this letter; all records and evidence in any way related to claims of Aggrieved Plaintiffs, the state, and other current or former employees under the California Labor Code Private Attorney General (including underlying Labor Code and IWC orders), the California Government Code, and the Equal Employment Opportunity Act. These documents include but are not limited to all schedules (both current and former employees), all timekeeping records, all rest and meal period records, all duty and responsibility records, all records which include employee signatures or initials, all payroll records, all state or federal withholding records, all personnel files and other employment records, all records concerning the payment or non-payment of wages, or provision or non-provision of state mandated labor code protections, as well as all documents pertaining to harassment or discrimination against employees, all communications relating to these records and documents, and all emails relating to these records and documents.

Sincerely,  
MALLISON & MARTINEZ



Hector Martinez, Esq.