

January 16, 2025

VIA ONLINE SUBMISSION
PAGAfilings@dir.ca.gov

VIA CERTIFIED MAIL

REVIVAMED MEDICAL CORP.
711 4th Avenue, Ste. 200
San Diego, CA 92101

Re: Notice Pursuant to the Private Attorneys General Act, California Labor Code § 2699.3(a) (the “PAGA”) re: Emily Widuch and all Aggrieved Employees

To Whom It May Concern:

Plaintiff Emily Widuch (“Plaintiff” or “Widuch”) retained our firm, Pokala Law APC, to represent her and other similarly situated current and/or former employees of RevivaMed Medical Corp. (“RevivaMed” or “Employer”) for alleged violations of the California Labor Code. RevivaMed employed Plaintiff and other similarly situated employees throughout California (collectively, the “Aggrieved Employees”). The Aggrieved Employees consist of all current and former non-exempt, hourly employees who suffered one or more of the Labor Code violations set forth in this letter, at any time between one year prior to the submission of this letter complaint until judgment, and worked for Employer at locations throughout California, including but not limited to the location at 711 4th Ave, San Diego, CA 92101. As will be explained in detail below, Plaintiff alleges that Employer violated numerous California Labor Codes; thus, entitling Plaintiff and the Aggrieved Employees to penalties under the PAGA.

This letter formally serves as notice to the Labor & Workforce Development Agency (“LWDA”) of the Labor Code violations of RevivaMed. We submit this notice in accordance with Labor Code § 2699.3(a).

RevivaMed previously employed our client, Emily Widuch. We submit this notice on behalf of Ms. Widuch and all other Aggrieved Employees that were employed by Employer. In compliance with Labor Code § 2699.3(a)(1), Ms. Widuch furnished Employer with a copy of this notice by certified mail. Unless the LWDA proceeds against Employer, Ms. Widuch intends to pursue a representative civil action against Employer, in accordance with Labor Code § 2698, et seq.

This letter formally serves to inform Defendants of Plaintiff's intent to file a class action complaint (the "Complaint") against Defendants and bring causes of action for violations of the PAGA for Defendants' failure to: pay the Aggrieved Employees (1) for all wages earned; (2) for overtime compensation; (3) for minimum wage; (4) for reporting time pay violations; (5) for pay premiums for meal period violations; (6) for pay premiums for rest period violations; (7) provide accurate, itemized wage statements; (8) maintain accurate records; (9) for failure to reimburse expenses; (10) timely pay all wages due during employment; (11) timely pay all wages due at the time of separation or termination of employment. During the relevant time period, and as alleged in the Complaint, Defendants failed to pay Plaintiff and the Aggrieved Employees for non-overtime and overtime wages, failed to properly pay shift differentials, failed to pay minimum wage for standby pay, failed to provide compliant meal periods, failed to provide compliant rest periods, failed to provide accurate wage statements, failed to maintain accurate records, failed to reimburse Plaintiff and the Aggrieved Employees' expenses, and failed to pay Plaintiff and the Aggrieved Employees additional wages and penalties for said violations. As a result, Defendants violated, among other statutes and regulations, Labor Code §§ 200-204, 218, 226, 226.7, 510, 512, 558, 558.1, 1174(d), 1194, 1197, 1198, and provisions of Industrial Welfare Commission ("IWC") Wage Order 4-2001 ("Wage Order 4").

Plaintiff is informed and believes that said violations are ongoing, systematic, and uniform. Employer has been notified repeatedly by Plaintiff and other Aggrieved Employees of the continued existence of these violations, and Employer willfully chooses not to rectify the conduct and continue to engage in the same conduct. If Employer fails to cure these alleged violations, as stated above, Plaintiff will bring an action against Employer under the PAGA to recover wages and penalties as provided by California law.¹

¹ Without limitation, Plaintiff, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency ("LWDA"). This includes, each of the following, as is set forth in Labor Code § 2699.5, which states: The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

I. STATUTE OF LIMITATIONS

Mrs. Widuch's representative claims under PAGA are still within the statutory period for such PAGA action. Mrs. Widuch's employment with RevivaMed ended on or about January 31, 2024.

II. LABOR CODE VIOLATIONS

Employer has violated at least the following specifically enumerated Labor Code sections, in addition to any other Labor Code sections implicated by the actions described in the Facts & Theories portions of this notice letter: §§ 201, 202, 203, 204, 218, 226, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1197, 1198, 2802 and the applicable Wage Order.

III. FACTUAL BACKGROUND

Mrs. Widuch began working for Employer in or around October 2021 at 711 4th Ave, San Diego, CA 92101 ("Location") until she was terminated on January 31, 2024. Plaintiff was a Receptionist with RevivaMed. While Mrs. Widuch was employed by RevivaMed, she was routinely underpaid. This was accomplished by the manipulation of Mrs. Widuch's hours by the employer, lowering her pay by deducting amounts from Mrs. Widuch's checks. RevivaMed manipulated the hourly rate rather than deducting pay or hours from the paycheck. In addition to the improper garnishment of wages and improper manipulation of Mrs. Widuch's hourly rate, Employer also did not properly compensate Mrs. Widuch for hours worked each week or accurately compensate her for driving time to other RevivaMed locations, specifically Temecula. When Mrs. Widuch started raising concerns about RevivaMed wage and hour practices, it created tension with Dr. Samimi at RevivaMed.

During Mrs. Widuch's employment the Employer routinely failed to provide her with the 30-minute meal period and his 10-minute rest periods, which she was entitled to by law. Regardless of Employer's purported written policies or postings, the amount of the work and deadlines required by Employer and its employee understaffing resulted in Mrs. Widuch and the Aggrieved Employees being denied an opportunity to take the legally-mandated meal and rest breaks due to them. During her employment, Mrs. Widuch made several complaints to Employer. Mrs. Widuch was not paid any meal period premiums or rest period premiums during her employment for missed meal periods and rest periods. Mrs. Widuch further believes that the Aggrieved Employees likewise did not receive any meal period premiums or rest period premiums for missed breaks.

IV. LABOR CODE VIOLATIONS

Failure to Pay Earned Wages (Labor Code § 204)

Throughout their employment with RevivaMed, Mrs. Widuch and the Aggrieved Employees were not and have not been compensated correctly for all hours worked. Mrs. Widuch and the Aggrieved Employees have not been paid minimum wage for all hours worked. She and the Aggrieved Employees have not been adequately compensated for overtime or double time and have not been provided a meal or rest break or a premium in lieu of a compliant break. Therefore, RevivaMed has failed to pay and continues not to pay, Mrs. Widuch and the Aggrieved Employees all of their earned wages. On information and belief, RevivaMed has failed to pay all of its employees correctly for all wages earned in violation of California Labor Code section 204.

Overtime and Double Time Violations (Labor Code §§ 510 & 1194)

Throughout her employment with RevivaMed, Mrs. Widuch often worked shifts in excess of 8-hours a day or 40 hours per week. RevivaMed would then pay Mrs. Widuch her standard hourly rate instead of the statutory 1.5x or 2x the employee's standard hourly rate. On information and belief, RevivaMed paid all of their hourly employees, including the Aggrieved Employees, in this manner, in violation of the California Labor Code sections 510 and 1194.

Unpaid Minimum Wage (Labor Code §§ 1182.12, 1194, 1197)

Throughout their employment with RevivaMed, Mrs. Widuch and the Aggrieved Employees did not receive compensation of at least the minimum wage for all hours worked, including meal and rest breaks wherein Mrs. Widuch and the Aggrieved Employees were forced to work without pay. Therefore, Employer has failed to pay Mrs. Widuch and the Aggrieved Employees the proper minimum wage for all hours worked.

Meal Period Violations (Labor Code §§ 226.7, 512(a))

Throughout their employment with RevivaMed, Mrs. Widuch and the Aggrieved Employees were categorically denied a 30-minute duty-free meal break on shifts when they worked over 5-hours. Subsequently, Mrs. Widuch and the Aggrieved Employees were denied a second meal period when they worked shifts over 10 hours. Therefore, Mrs. Widuch and the Aggrieved Employees are entitled to a meal period premium for each shift in which they were denied a first and/or second lunch break.

Rest Period Violations (Labor Code §§ 226.7, 512(a))

Throughout their employment with RevivaMed, Mrs. Widuch and the Aggrieved Employees were categorically denied a 10-minute rest period. Therefore, Mrs. Widuch and the Aggrieved Employees are entitled to a rest break premium for each shift in which they did not receive a rest break. On information and belief RevivaMed did not provide any of their employees, including Mrs. Widuch and the Aggrieved Employees with compliant rest breaks or a premium, in violation of California Labor Code section 226.7 and 512.

Failure to Furnish Accurate Wage and Hour Statements (Labor Code § 226)

Due to the violations discussed above, Mrs. Widuch wage and hour statements provided by Employer did not accurately reflect all wages owed for all hours worked. On information and belief, Employer did not issue any of the Aggrieved Employees their accurate wage and hour statements due to their failure to pay appropriately for all hours worked, failure to provide meal and rest breaks or a premium, and their failure to pay overtime or double time when appropriate, in violation of California Labor Code section 226.

Failure to Maintain Accurate Records (Labor Code § 1198.5)

Due to the violations discussed above, Employer has not maintained accurate records for Mrs. Widuch and the Aggrieved Employees, a violation under California Labor Code section 1198.5.

Failure to Reimburse Expenses (Labor Code § 2802)

Mrs. Widuch's regular work location was RevivaMed's Gaslamp office (the "Location"), but on multiple occasions Mrs. Widuch was required to work at RevivaMed's Temecula location, 27699 Jefferson Ave Temecula, CA 92590. As stated above, Plaintiff and the Aggrieved Employees were forced to use their personal phones, personal computers, vehicles, as well as their own utilities to perform their duties while working shifts. While working these shifts, Plaintiff and the Aggrieved Employees were not reimbursed for the use of their personal devices or utilities, in violation of Labor Code § 2802.

Failure to Pay Timely Wages During Employment (Labor Code § 204)

Due to the violations discussed above, Employer failed to pay Mrs. Widuch and the Aggrieved Employees their wages owed during each and every pay period. Employer failed to pay earned wages, failed to pay overtime or double time, failed to pay meal premiums, and/or failed to pay rest break premiums. On information and belief, Employer was incorrectly paying all of the Aggrieved Employees. Therefore, RevivaMed is in violation of Labor Code § 204.

Failure to Pay Earned Wages Upon Termination (Labor Code §§ 201, 202, 203, 1174)

Due to Employer's failure to properly calculate each employee's pay, including meal and rest break premiums, overtime, double time, and minimum wage, Employer has not paid its employees correctly upon their termination.

V. CONCLUSION

The facts articulated above violate multiple provisions of the Labor Code identified in this correspondence. Plaintiff seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment, attorney fees, and collection of civil penalties for herself, all Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 221, 224, 226(a), 226(e), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5 and 2802. By virtue of this letter, we hereby notify the LWDA of Employer's violations and Plaintiff's intent to seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. In accordance with Labor Code § 2699.3(a)(2)(A), please notify us within 65 days, at our San Diego office address, whether you intend to investigate this matter. Please reach out if you have any additional questions, at kalyan@pokalalaw.com or by phone at (619) 326-8036.

Respectfully,



Kalyan Pokala
Pokala Law APC
Attorney for Plaintiff
Emily Widuch and the Aggrieved Employees