



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

OLIVIA GREEN
310.556.4810 Direct
Olivia.Green@capstonelawyers.com

February 19, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Latrice Johnson v. Sequoia Surgical Pavillion LLC, et al.*

Dear PAGA Administrator:

This office represents Latrice Johnson in connection with her claims under the California Labor Code. Ms. Johnson was an employee of SEQUOIA SURGICAL PAVILION LLC; NSH CALIFORNIA, LLC; NSH MANAGEMENT OF CALIFORNIA, LLC; NATIONAL SURGICAL HOSPITALS, LLC; SEQUOIA SURGICAL CENTER, L.P.; SEQUOIA SURGICAL CENTER HOLDING COMPANY, LLC; and/or SURGERY PARTNERS, INC. For the purpose of this letter, Ms. Johnson collectively refers to these entities as "SEQUOIA."

The employers may be contacted directly at the addresses below:

SEQUOIA SURGICAL PAVILION LLC
2405 SHADELANDS DRIVE, SUITE 200
WALNUT CREEK, CA 94598

NSH CALIFORNIA, LLC
340 SEVEN SPRINGS WAY, SUITE 600
BRENTWOOD, TN 37027

NSH MANAGEMENT OF CALIFORNIA, LLC
340 SEVEN SPRINGS WAY, SUITE 600
BRENTWOOD, TN 37027

NATIONAL SURGICAL HOSPITALS, LLC
340 SEVEN SPRINGS WAY, SUITE 600
BRENTWOOD, TN 37027

SEQUOIA SURGICAL CENTER, L.P.
2405 SHADELANDS DRIVE, SUITE 200
WALNUT CREEK, CA 94598

SEQUOIA SURGICAL CENTER HOLDING
COMPANY, LLC
2405 SHADELANDS DRIVE, SUITE 200
WALNUT CREEK, CA 94598

SURGERY PARTNERS, INC.
340 SEVEN SPRINGS WAY, SUITE 600
BRENTWOOD, TN 37027

Ms. Johnson intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the

Labor Code Private Attorneys General Act of 2004 (“PAGA”). Ms. Johnson seeks relief on behalf of herself, the State of California, and other persons who are or were employed by SEQUOIA as a non-exempt, hourly paid employees in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

SEQUOIA employed Ms. Johnson as an hourly paid, non-exempt employee from approximately August 2024 to December 2024 as a Patient Care Assistant. Ms. Johnson worked at SEQUOIA’s surgical center located in Walnut Creek, California. During her employment, Ms. Johnson typically worked eight (8) hours or more per day and five (5) days per week. At the time her employment ended, Ms. Johnson was compensated approximately \$40.00 per hour. Her job duties included, without limitation, assisting in the treatment and care of patients in the pre- and post-procedure phases, transporting patients to vehicles for discharge, and stocking patient bays with necessary supplies.

SEQUOIA committed each of the following Labor Code violations against Ms. Johnson, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

SEQUOIA’s Company-Wide and Uniform Payroll and HR Practices

SEQUOIA SURGICAL PAVILION LLC; NSH CALIFORNIA, LLC; NSH MANAGEMENT OF CALIFORNIA, LLC; and SEQUOIA SURGICAL CENTER HOLDING COMPANY, LLC are California limited liability companies. NATIONAL SURGICAL HOSPITALS, LLC is a Delaware limited liability company. SEQUOIA SURGICAL CENTER, L.P. is a California limited partnership. SURGERY PARTNERS, INC. is a Delaware corporation. Together, they own and operate more than 200 surgical facilities in 33 states, including approximately 30 surgical facilities and ancillary services in California. Upon information and belief, SEQUOIA maintains a single, centralized Human Resources (“HR”) department at its company headquarters in Walnut Creek, California, or Brentwood, Tennessee, which is responsible for the recruiting and hiring of new employees, and communicating and implementing SEQUOIA’s company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California. At all relevant times, SEQUOIA issued and maintained standardized documents and/or written policies, including new hire documents and/or policies, to all non-exempt, hourly paid employees in California, including Ms. Johnson and other aggrieved employees, regardless of their location or position.

Upon information and belief, SEQUOIA also maintains a centralized Payroll department at its company headquarters in Walnut Creek, California, or Brentwood, Tennessee, which processes payroll for all non-exempt, hourly paid employees working for SEQUOIA at their various locations in California, including Ms. Johnson and other aggrieved employees. Further, SEQUOIA issues the

¹ These facts, theories, and claims are based on Ms. Johnson’s experience and counsel’s review of those records currently available relating to Ms. Johnson’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Johnson reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Ms. Johnson and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, SEQUOIA utilized the same methods and formulas when calculating wages due to Ms. Johnson and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

During the relevant time period, SEQUOIA willfully failed to pay all overtime wages owed to Ms. Johnson and other aggrieved employees. More specifically, Ms. Johnson and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were not recorded.

First, during the relevant time period, upon information and belief, SEQUOIA had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Johnson and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Specifically, SEQUOIA's management pressured Ms. Johnson and other aggrieved employees to record their scheduled shift start-times and shift end-times instead of their actual hours worked to limit the overtime hours for which employees were eligible to be compensated. This policy of limiting overtime, coupled with SEQUOIA's practices of understaffing and assigning heavy workloads (*see infra*), led Ms. Johnson and other aggrieved employees to work off-the-clock after their scheduled shifts in order to complete their assigned work tasks. Because SEQUOIA discouraged overtime accrual, Ms. Johnson and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked. For example, approximately three (3) times per week, Ms. Johnson was required to continue working after she had clocked out at her scheduled shift-end time, such as transporting patients in wheelchairs to their vehicles and returning wheelchairs back inside of SEQUOIA's premises, or changing out of her uniform clothing and/or doffing personal protective equipment ("PPE") and dropping them off in a designated area before she could go home for the day, which took up to ten (10) minutes per instance.

Moreover, on information and belief, SEQUOIA had a company-wide practice of pressuring Ms. Johnson and other aggrieved employees to sign timesheet adjustment forms when they worked outside of their scheduled hours, allowing SEQUOIA's managers to manually enter or adjust clock-out times for Ms. Johnson and other aggrieved employees. Upon information and belief, SEQUOIA's management would shave off some of the time Ms. Johnson and other aggrieved employees spent working in order to limit overtime accrual. For example, when Ms. Johnson worked past her scheduled shift-end time, SEQUOIA's managers would often pressure her to sign a

timesheet adjustment form, thus allowing SEQUOIA's managers to manually enter or adjust Ms. Johnson's clock-out times to avoid paying additional wages to her. Thus, SEQUOIA did not accurately record all hours worked employees, and Ms. Johnson and other aggrieved employees received no compensation for this time.

In addition, Ms. Johnson and other aggrieved employees were required to review emails from SEQUOIA's management after their shifts or on their days off. For example, at the end of each day, Ms. Johnson would receive an email from her supervisor with her work schedule and the schedule of patient surgical procedures and treatments for the following work day, and spend up to fifteen (15) minutes, off-the-clock, reviewing and responding to the emails.

Furthermore, SEQUOIA had, and continues to have, a company-wide policy and/or practice of requiring Ms. Johnson and other aggrieved employees to complete mandatory training modules, but did not permit them to complete them during their shifts. For example, Ms. Johnson was required to spend about six (6) hours completing SEQUOIA's annual training module that consisted of videos and quizzes while she was at home. Thus, SEQUOIA failed to track all the time Ms. Johnson and other aggrieved employees spent completing the mandatory training modules, and Ms. Johnson and other aggrieved employees received no compensation for this time.

Second, as stated, SEQUOIA had, and continues to have, a company-wide policy and/or practice of understaffing its facilities while assigning heavy workloads, including pressure to keep up with time-sensitive patient surgeries and medical procedures scheduled each day without building in sufficient time to allow for 30-minute meal periods. SEQUOIA's policies and/or practices resulted in a failure to provide Ms. Johnson and other aggrieved employees with adequate meal period coverage because there were too few employees on duty to handle the workload and attend to patients. Because SEQUOIA did not employ or staff a sufficient number of employees to handle the heavy workload, there was no one available to relieve employees needing meal period coverage, and Ms. Johnson and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period.

Moreover, SEQUOIA failed to schedule meal periods and/or adhere to a schedule for meal periods, which further caused Ms. Johnson and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, about twice per month, Ms. Johnson worked straight through her meal periods in order to keep up with a patient appointment schedule of approximately 50 surgeries per day due to understaffing and the lack of meal period coverage. Moreover, SEQUOIA's surgeons added, removed, or rescheduled patient appointments without consulting Ms. Johnson's direct supervisors, which further impeded Ms. Johnson from taking compliant meal periods. Additionally, approximately twice per week, Ms. Johnson's meal periods were interrupted by supervisors and coworkers requiring that she return to the work floor to transport discharged patients to their vehicles, often shortening Ms. Johnson's meal periods by up to ten (10) minutes. Thus, Ms. Johnson and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads. SEQUOIA did not compensate Ms. Johnson and other aggrieved employees for the time they spent working off the clock during meal periods.

Third, on information and belief, because SEQUOIA frowned upon employees accruing meal period premiums, SEQUOIA's management pressured Ms. Johnson and other aggrieved employees to clock out for meal periods and/or sign timesheet adjustment forms to reflect compliant meal periods, and/or adjusted employee time records to reflect compliant meal periods, even when they did not receive a

compliant meal period. For example, about twice per month, Ms. Johnson either would clock out for her meal period but would work through her unpaid meal period, out of fear of being disciplined by SEQUOIA, or Ms. Johnson's supervisor would edit the meal period times on Ms. Johnson's timesheets. Thus, SEQUOIA did not record all hours worked during meal periods, and Ms. Johnson and other aggrieved employees performed work during meal periods for which they were not paid.

SEQUOIA knew or should have known that as a result of these company-wide practices and/or policies, Ms. Johnson and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Johnson and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Johnson and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

SEQUOIA's failure to pay Ms. Johnson and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11040(2)(L) (defining "Hours Worked").

First, as set forth above, as a result of SEQUOIA's policies and/or practices of limiting the amount of overtime employees could accrue, pressuring employees to record only their scheduled hours in the timekeeping system rather than actual hours worked, understaffing its facilities, and assigning heavy workloads, SEQUOIA required Ms. Johnson and other aggrieved employees to perform work off-the-clock after their scheduled shifts to complete work-related tasks, such as: transporting patients in wheelchairs to their vehicles and returning wheelchairs, changing out of uniform clothing and/or doffing PPE and dropping them off in designated areas, reviewing and responding to emails from supervisors, and completing mandatory online training modules. SEQUOIA failed to track this time that Ms. Johnson and other aggrieved employees spent working off-the-clock, and Ms. Johnson and other aggrieved employees received no compensation for this time.

Moreover, as stated, upon information and belief, SEQUOIA had a company-wide practice of pressuring Ms. Johnson and other aggrieved employees to sign timesheet adjustment forms, allowing SEQUOIA's managers to manually enter or adjust Ms. Johnson's and other aggrieved employees' clock-out times, and subsequently shave off some of the time Ms. Johnson and other aggrieved employees worked outside of their scheduled hours, to avoid payment of additional wages.

Second, as also stated above, due to SEQUOIA's policies and/or practices of understaffing its facilities while assigning heavy workloads and failing to schedule meal periods and/or adhere to a schedule for meal periods, Ms. Johnson and other aggrieved employees were prevented from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as stated, on information and belief, in order to limit meal period premiums that SEQUOIA would otherwise owe, SEQUOIA pressured Ms. Johnson and other aggrieved employees to clock out for meal periods and/or sign timesheet adjustment forms to reflect compliant meal periods, and/or adjusted employee time records to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Thus, SEQUOIA systematically failed to pay Ms. Johnson and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

SEQUOIA did not pay at least minimum wages for all hours worked by Ms. Johnson and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, SEQUOIA did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198.

Accordingly, SEQUOIA regularly failed to pay at least minimum wages to Ms. Johnson and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198. Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 512, 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, as stated, SEQUOIA had, and continues to have, company-wide policies and/or practices of understaffing while assigning heavy workloads, including pressure to keep up with several time-sensitive patient surgeries and medical procedures scheduled each day

without building in sufficient time to allow for 30-minute meal periods, which prevented Ms. Johnson and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Additionally, as also stated, SEQUOIA had company-wide practices and/or policies of failing to schedule meal periods and/or adhere to a schedule for meal periods, which further caused Ms. Johnson and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Johnson and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, about twice per month, Ms. Johnson worked straight through her meal periods in order to keep up with a patient appointment schedule of approximately fifty (50) surgeries per day due to understaffing and the lack of meal period coverage. Moreover, as also stated, SEQUOIA's surgeons added, removed, or rescheduled appointments without consulting Ms. Johnson's direct supervisors, which further impeded Ms. Johnson from taking compliant meal periods. Additionally, as stated, approximately twice per week, Ms. Johnson's meal periods were interrupted by supervisors and coworkers requiring that she return to the work floor to transport discharged patients to their vehicles, often shortening Ms. Johnson's meal periods by up to ten (10) minutes. As a further example, approximately 3-4 times per week, Ms. Johnson took her meal periods late, after having worked in excess of five (5) hours into her shift, due to the lack of coverage available.

Additionally, as stated, on information and belief, because SEQUOIA frowned upon employees accruing meal period premiums, SEQUOIA's management pressured Ms. Johnson and other aggrieved employees to clock out for meal periods and/or sign timesheet adjustment forms to reflect compliant meal periods, and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by SEQUOIA. For example, as stated, Ms. Johnson was sometimes required to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely, uninterrupted meal periods and/or Ms. Johnson's supervisor would edit Ms. Johnson's meal period times on Ms. Johnson's timesheets, to reflect compliant meal periods. Ms. Johnson and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, SEQUOIA knew or should have known that, as a result of these policies, Ms. Johnson and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. SEQUOIA further knew or should have known that it did not pay Ms. Johnson and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Moreover, SEQUOIA engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Johnson and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, SEQUOIA failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, SEQUOIA regularly failed to authorize and permit Ms. Johnson and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, SEQUOIA's company-wide policies and practices of understaffing and assigning heavy workloads prevented Ms. Johnson and other aggrieved employees from being able to take rest periods. SEQUOIA also failed to schedule rest periods, which, coupled with SEQUOIA's failure to provide adequate rest period coverage, further led to Ms. Johnson and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, SEQUOIA maintained a company-wide on-premises rest period policy, which effectively required that Ms. Johnson and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Johnson and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, SEQUOIA effectively maintained control over Ms. Johnson and other aggrieved employees during rest periods.

As a result of SEQUOIA's practices and policies, Ms. Johnson and other aggrieved employees worked shifts in excess of three and one-half hours (3 ½) hours, in excess of six (6) hours, and/or in excess of ten (10) hours without receiving all uninterrupted rest periods to which they were entitled. For example, Ms. Johnson had to forgo her rest periods altogether due to heavy workload and SEQUOIA's failure to schedule rest periods for employees. When Ms. Johnson was able to take rest periods, they would regularly be interrupted by coworkers and supervisors requiring her to return to work to transport discharged patients to their vehicles.

SEQUOIA has also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Johnson and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, SEQUOIA failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. SEQUOIA has not provided Ms. Johnson and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, SEQUOIA has knowingly and intentionally provided Ms. Johnson and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SEQUOIA issued uniform wage statements to Ms. Johnson and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, SEQUOIA violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because SEQUOIA did not record the time Ms. Johnson and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), SEQUOIA did not list the correct amount of gross wages and net wages earned by Ms. Johnson and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, SEQUOIA failed to accurately list the total number of hours worked by Ms. Johnson and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock. In addition, SEQUOIA failed to provide Ms. Johnson and other aggrieved employees the option to elect to receive hard copies of their wage statements at any time and/or failed to provide them with the ability to easily access the information and convert the wage statements into hard copies at no expense to them.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), SEQUOIA willfully failed to maintain accurate payroll records for Ms. Johnson and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, SEQUOIA engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Johnson and other aggrieved employees, in violation of section 1198.

Because SEQUOIA failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Johnson and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Johnson and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are

deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, SEQUOIA willfully failed to pay Ms. Johnson and other aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within the time periods specified by California Labor Code section 204.

Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy two (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.

SEQUOIA willfully failed to pay Ms. Johnson and other aggrieved employees who are no longer employed by SEQUOIA the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving SEQUOIA's employ.

Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 206.5 – Release of Claims for Wages Due

California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right "on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. . . . '[E]xecution of a release' includes requiring an employee, as a condition of being paid, to execute a statement of the hours he or she worked during a pay period which the employer knows to be false."

During the relevant time period, SEQUOIA required Ms. Johnson and other aggrieved employees to release their claims for uncompensated hours worked and meal and/or rest period violations, as a condition of being paid. For example, as stated, SEQUOIA required Ms. Johnson to fill out and sign timesheet adjustment forms when she clocked out after her scheduled shift-end times and when she recorded noncompliant meal periods (*see supra*). SEQUOIA compelled Ms. Johnson and other aggrieved employees to sign these false timesheet adjustment forms when they, in fact, had not been able to accurately record all of the hours they had worked and/or were not provided all meal or rest periods. SEQUOIA's policy and practice of requiring Ms. Johnson and other aggrieved employees

to release their claims for uncompensated hours worked and/or their claims for meal or rest period violations, as a condition to receiving their wages, is in violation of California Labor Code section 206.5

Ms. Johnson and other aggrieved employees are entitled to civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with Labor Code section 206.5, pursuant to Labor Code sections 2699(a), (f) and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11040(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, SEQUOIA violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because SEQUOIA failed to pay Ms. Johnson and other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the usual or scheduled day’s work.

SEQUOIA had a company-wide practice of sending Ms. Johnson and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Ms. Johnson and other aggrieved employees for half of their usual or scheduled shift. For example, when Ms. Johnson reported to work scheduled to work a shift of eight (8) hours, SEQUOIA’s managers often sent Ms. Johnson home within one (1) hour after the start of her shift, because some patients had cancelled their surgery appointments. However, on information and belief, Ms. Johnson was only paid for the time she had worked. Although Ms. Johnson and other aggrieved employees reported to work based on the schedule that was provided to them, SEQUOIA would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, SEQUOIA did not pay Ms. Johnson and other aggrieved employees for at least half of their scheduled day’s work or the minimum reporting time pay.

Accordingly, Ms. Johnson and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A).

Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, SEQUOIA, on a company-wide basis, required Ms. Johnson and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Ms. Johnson was required to use her personal cellular phone to communicate with her managers and coworkers over email and text message regarding scheduling of medical procedures and special requests from physicians. Although SEQUOIA required Ms. Johnson and other aggrieved employees to use their personal mobile devices and mobile data to carry out their work-related duties, SEQUOIA failed to reimburse them for their costs incurred.

SEQUOIA could have provided Ms. Johnson and other aggrieved employees with company mobile devices, or, SEQUOIA could have reimbursed employees for the cost of their mobile device usage. Instead, SEQUOIA passed these operating costs onto Ms. Johnson and other aggrieved employees.

Thus, SEQUOIA had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging

allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

SEQUOIA failed to provide Ms. Johnson and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). SEQUOIA's failure to provide Ms. Johnson and other aggrieved employees with written notice of basic information regarding their employment with SEQUOIA is in violation of Labor Code section 2810.5.

Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." SEQUOIA, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Johnson's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Johnson 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 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Johnson acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against SEQUOIA for violations of California Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1182.14, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Johnson seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Olivia Green
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4810

Best Regards,

A handwritten signature in black ink that reads "Olivia Green". The signature is written in a cursive, flowing style with a large initial "O".

Olivia Green

Copy: SEQUOIA SURGICAL PAVILION LLC (via U.S. Certified Mail); NSH CALIFORNIA, LLC (via U.S. Certified Mail); NSH MANAGEMENT OF CALIFORNIA, LLC (via U.S. Certified Mail); NATIONAL SURGICAL HOSPITALS, LLC (via U.S. Certified Mail); SEQUOIA SURGICAL CENTER, L.P. (via U.S. Certified Mail); SEQUOIA SURGICAL CENTER HOLDING COMPANY, LLC (via U.S. Certified Mail); SURGERY PARTNERS, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2265 1813

SURGERY PARTNERS, INC.
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SURGERY PARTNERS, INC.
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027



9590 9402 8803 4005 5739 37

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1813

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent
☒ Signature ☐ Addressee
- Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

(all) Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com.

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

JOHNSON
SEAN
Postmark

SURGERY PARTNERS, INC.

340 SEVEN SPRINGS

WAY, SUITE 600

BRENTWOOD, TN 37027

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL



7022 2410 0000 2265 1806

SEQUOIA SURGICAL CENTER
HOLDING COMPANY, LLC
2405 SHADELANDS
DRIVE, SUITE 200
WALNUT CREEK, CA 94598

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SEQUOIA SURGICAL CENTER
HOLDING COMPANY, LLC
2405 SHADELANDS
DRIVE, SUITE 200
WALNUT CREEK, CA 94598



9590 9402 8803 4005 5739 44

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1806

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

1. Is delivery address different from item 1? If YES, enter delivery address below: ☐ Yes ☐ No

Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Restricted Delivery | |

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

STUWSON

Extra Services & Fees (Check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

SEAUUR

Postmark

Post

Fee

SEQUOIA SURGICAL CENTER
HOLDING COMPANY, LLC

2405 SHADELANDS

DRIVE, SUITE 200

WALNUT CREEK, CA 94598

City

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL
7022 2410 0000 2265 1790

SEQUOIA SURGICAL
CENTER, L.P.
2405 SHADELANDS
DRIVE, SUITE 200
WALNUT CREEK, CA 94598

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Insured Mail[®] (over \$500)
☐ Signature Confirmation[™]
☐ Registered Mail[™]
☐ Priority Mail Express[®]
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery[™]
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery[™]

Postage \$
Total \$
Sent to \$
City, State, ZIP+4[®]

SEQUOIA SURGICAL
CENTER, L.P.
2405 SHADELANDS
DRIVE, SUITE 200
WALNUT CREEK, CA 94598

JOHNSON, J.
SEAL

PS Form 3800, April 2015 PSN 7530-02-000-9033 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.

SEQUOIA SURGICAL
CENTER, L.P.
2405 SHADELANDS
DRIVE, SUITE 200
WALNUT CREEK, CA 94598

9590 9402 8803 4005 5739 20

2. Article Number (Transfer from service label)
7022 2410 0000 2265 1790

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail

☐ Priority Mail Express[®]
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery[™]
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery[™]

Restricted Delivery

Domestic Return Receipt

PS Form 3811, July 2020 PSN 7530-02-000-9053

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067

7022 2410 0000 2265 1763



CERTIFIED MAIL

NATIONAL SURGICAL
HOSPITALS, LLC
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027

7022 2410 0000 2265 1783

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

Certified Mail Fee
Extra Services & Fees (shown here, not fee at separate)
Return Receipt (hardcopy) \$

NATIONAL SURGICAL
HOSPITALS, LLC
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027

PS Form 3800, April 2015 PSN 7530-02-000-9033 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

NATIONAL SURGICAL
HOSPITALS, LLC
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027

9590 9402 8803 4005 5739 13



COMPLETE THIS SECTION ON DELIVERY

- A. Signature
X
- Agent
□ Addressee

Received by (Printed Name) C. Date of Delivery

1. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

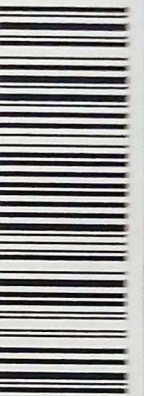
- Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Very Restricted Delivery
Restricted Delivery
(over \$500)

PS Form 3811, July 2020 PSN 7530-02-000-9033

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067



7022 2410 0000 2265 1776

NSH MANAGEMENT OF
CALIFORNIA, LLC
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

NSH MANAGEMENT OF
CALIFORNIA, LLC
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027



9590 9402 8803 4005 5739 06

2 Article Number: Transfer from sender's label

7022 2410 0000 2265 1776

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

B. Received by (Printed Name)

☐ Agent

☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2265 1776

**U.S. Postal Service®
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee

Townsend v.

Seavix

Extra Services & Fees (Amount Due and fee in parentheses)
- Return Receipt (hardcopy) \$3.50
- Return Receipt (electronic) \$2.80

Postage

Insurance

Other

Total

Postage Due

Amount Due

Amount Paid

NSH MANAGEMENT OF
CALIFORNIA, LLC
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027

PS Form 3800, April 2013 PSN 7530-02-000-9053 Item Receipt for back-ordered items

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

7022 2410 0000 2265 1769



NSH CALIFORNIA, LLC
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027

7022 2410 0000 2265 1769

U.S. Postal Service[®]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

OFFICIAL USE

NSH CALIFORNIA, LLC
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027

For delivery information, visit our website at www.usps.com.
Certified Mail Fee
Signature Required (mandatory) \$
Insurance (optional) \$
Postage \$
Total \$
City State ZIP+4[®]

Signature of Addressee
Signature of Post Office Employee

PS Form 3811, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

NSH CALIFORNIA, LLC
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027



9590 9402 8803 4005 5740 88

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1769

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
Agent

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

- Service Type
- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express [®] |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail [™] |
| ☐ Certified Mail [®] | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation [™] |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067



7022 2410 0000 2265 1752

SEQUOIA SURGICAL
PAVILION LLC
2405 SHADELANDS
DRIVE, SUITE 200
WALNUT CREEK, CA 94598

7022 2410 0000 2265 1752

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$011.50

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy)
☐ Return Receipt (electronic)

Signature

SEQUOIA SURGICAL
PAVILION LLC
2405 SHADELANDS
DRIVE, SUITE 200
WALNUT CREEK, CA 94598

City

PS Form 3800, April 2015 PSN 7530-02-000-9007

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SEQUOIA SURGICAL
PAVILION LLC
2405 SHADELANDS
DRIVE, SUITE 200
WALNUT CREEK, CA 94598

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

☐ Agent

☐ Addressee

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

2. ☐ Adult Signature (Transfer from service label)
7022 2410 0000 2265 1752

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt