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[Additional Counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

LYNN HILLEGEIST; MAUREEN LYTLE; PAMELA CASSADY; JOHN SELLERS; HOLLY MILLER; CATHERINE ROBERTSON; BAILEY KILMER, CUAUHTEMOC OLIVO, and JEANELLE WILSON, all individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC; ST. JOSEPH HEALTH SYSTEM; PROVIDENCE ST. JOSEPH HEALTH; and DOES 1 THROUGH 20, INCLUSIVE,

Defendants.

Case No. CV2201266

CLASS ACTION

[Case Assigned for All Purposes to Hon. Timothy Canning, Dept: 4]

DECLARATION OF STEPHEN M. SLOANE IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Kyle R. Nordrehaug (State Bar #205975)
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Attorneys for Plaintiffs

DECLARATION OF STEPHEN M. SLOANE

I, Stephen M. Sloane, declare:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an associate attorney with the law firm Lavi & Ebrahimian, LLP, Counsel for Plaintiff Jeanelle Wilson ("Plaintiff") in this action, and I am an attorney assigned to work on this case. Based on my assignment to this case and familiarity with the file in this matter; I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto. I am a member in good standing of the bar of the State of California and all State and Federal District Courts in California.

2. This Declaration is submitted in support of Plaintiffs' Motion for Preliminary Approval of Class and PAGA Settlement.

EXPERIENCE OF CLASS COUNSEL

3. Lavi & Ebrahimian, LLP is experienced and qualified to act as Class Counsel, to evaluate the class claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses.

4. The law firm of Lavi & Ebrahimian, LLP, have almost exclusively practiced in the area of labor and employment law. The partner of the firm who was lead counsel on this matter, Mr. Joseph Lavi, has been practicing law for nearly 20 years.

5. I graduated from New York University School of Law in 1988. I have been in practice with the law firm of Lavi & Ebrahimian, LLP since January 2025, focusing in the area of employment law and specifically wage and hour class actions. I have been involved in cases in all aspects of settlement, including California and Federal class actions and PAGA representative actions, and have previously served as class counsel in wage and hour class actions and PAGA representative actions.

6. I am also familiar with the practice of the firm's lead Counsel, Joseph Lavi having worked as an associate with Lavi & Ebrahimian, LLP since January 2025, which has included reviewing Mr. Lavi's declarations in support of motions for attorneys' fees and/or to seek appointment as Class Counsel. Mr. Lavi graduated from law school in 2000 and has handled numerous cases in all aspects of employment and labor law, including state and federal class actions, wrongful termination, discrimination, harassment and retaliation cases. Mr. Lavi has tried employment cases in State and

Federal court, and has argued before various Courts of Appeals, on employment issues such as validity of Arbitration Agreements, Application of Res Judicata in class action cases, and other employment issues. Mr. Lavi has been a panelist and/or speaker for various Employment Law Continuing Legal Education Panels on issues of employment law trials, how to proceed and conduct trials, and proving and winning punitive damages. Mr. Lavi has been named a Southern California Super Lawyer in the area of Plaintiff's employment litigation for Class Actions from 2011-2025. Mr. Lavi has settled dozens of wage and hour class actions and is currently Plaintiff's counsel in many others. Some of the class actions that Mr. Lavi has handled against employers on wage and hour issues and have been approved as class counsel include cases against the following: Kaiser Permanente which settled for $6,510,000.00; Hustler Casino which settled for $980,000.00; Chevron Stations Inc., which settled for $4,500,000.00; Commerce Casino which settled for $1,575,000.00; BP West Cost Products, which settled for $4,000,000.00; Kaiser Permanente which settled for $3,600,000.00, Fuddruckers (as lead counsel) which settled for $900,000.00; Movado Retail Group, Inc. (as lead counsel) which settled for $728,000.00, Chuck-E-Cheese's (as lead counsel) which settled for $1,900,000.00; Aero-Electric Connector, Inc. (as lead counsel) which settled for $1,500,000.00; Clougherty Packing, LLC (as lead counsel) which settled for $4,250,000.00; and Gruma Corporation (as lead counsel) which Defendants' petition to the United States Supreme Court in the matter was denied and the matter settled for $2,300,000.00. Mr. Lavi has been approved as class counsel by both Federal and California Courts. Mr. Lavi and the other attorneys at Lavi & Ebrahimian who are available to assist me in this case if needed are fully capable of adequately and fairly representing Plaintiff and the proposed class in this matter.

7. Lavi & Ebrahimian, LLP has been appointed Class Counsel in over fifty contested proceedings including the following:

a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court Case No. BC343535;

b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No. BC369846;

c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central District of California, Case No. CV-07-3678-ABC;

d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses,* Los Angeles Superior Court Case No. BC380996;

e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior Court Case No. BC383266;

f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior Court Case No. RG 0265835;

g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No. 05CECG02189;

h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court, Central District of California, Case No. CV08-06691 SVW (PLA)

i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court Case No. BC342588;

j. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No. BC374816;

k. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No. BC378990;

l. *Acosta, et al. v. Texwood Industries*, United States District Court, Central District of California, Case No. CV07-3237-DDP (PLAX);

m. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No. BC410322;

n. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case No. BC412315;

o. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No. BC397208;

p. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No. BC399431;

q. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No. 37-2009-00103626-CU-OE-CTL;

r. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No. BC451148;

s. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court, Central District of California, Case No. CV 10-8916 DDP (CWx);

t. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles Superior Court Case No. BC432406;

u. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central District of California, Case No CV-10-02315-JEM;

v. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior Court Case No. BC462603;

w. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior Court Case No. BC452570;

x. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-00366952-CU-OE-VTA;

y. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case No. BC421009;

z. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No. 1341987;

aa. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court Case No. BC425708

bb. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case No. BC436879;

cc. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No. RIC10020183;

dd. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No. BC411849;

ee. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No. BC411134;

ff. *Lowanga v. Continental Currency Services, Inc*., Orange County Superior Court Case No. 30-2011-0044011-CU-OE-CXC;

gg. *Aguilar v. PLS Financial Services, Inc.,* United States District Court, Central District of California, Case No. CV 10-0415 ODW (FMOx)

hh. *Lozada v. Classic Party Rentals, Inc.,* Los Angeles Superior Court Case No. BC443792;

ii. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No. BC451489;

jj. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court Case No. CV 10-0968-PSG-FMOX;

kk. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case No. BC425799;

ll. *Martinez v. Morgans Hotel Group Management, LLC,* Los Angeles Superior Court Case No. BC446744;

mm. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No. BC456420;

nn. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);

oo. *Reed v. 99 Cents Only Stores,* Los Angeles Superior Court Case No. BC436793;

pp. *Santos v. Noble Management Group-California, LLC,* United States District Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)

qq. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior Court Case No. 30-2011-00473505;

rr. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court Case No. BC436235;

ss. *Zad-Behtooie v. Valley Village,* Los Angeles Superior Court Case No. BC451490;

tt. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No. RG10523946;

uu. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of California, Case No. CV 11-09543 DSF (MRWx);

vv. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-2011-00518396-CU-OE-CXC;

ww. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central District of California, Case No. CV 10-0415 ODW (FMOx);

xx. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case No. BC320172;

yy. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No. BC361380;

zz. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case No. BC357987.

NOTICE TO LWDA

8. Attached hereto as **Exhibit A** is Plaintiff's August 12, 2024 letter to Defendant and the LWDA providing notice of alleged Labor Code violations pursuant to Labor Code section 2699.3, subd.(a).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: October 16, 2026

Stephen M. Sloane

EXHIBIT A

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE: (310) 432-0000
FACSIMILE: (310) 432-0001
WWW.LELAWFIRM.COM

August 12, 2024

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION 2699.3

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC Registered Agent for Process Service c/o C T Corporation System 330 N Brand Blvd Suite 700 Glendale, CA 91203 **Certified No.: 7022 3330 0002 1393 3881**	**ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC** Attn.: Legal Department 3345 Michelson Dr. Suite 100 Irvine, CA 92612 **Certified No.: 9589 0710 5270 0415 3811 11**
ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC Attn.: Legal Department 1801 Lind Avenue SW Renton, WA 98057 **Certified No.: 9589 0710 5270 0415 3811 28**	**ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC** Attn.: Legal Department 1000 Trancas Street Napa, CA 94558 **Certified No.: 9589 0710 5270 0415 3811 42**

From: JEANELLE WILSON, on behalf of herself and all other current and former aggrieved California-based hourly non-exempt employees of ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC.

c/o Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Cassandra A. Castro, Esq.
LAVI & EBRAHIMIAN, LLP
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ccastro@lelawfirm.com

Our firm has been retained by aggrieved employee JEANELLE WILSON concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq*. ("PAGA") against her employers, ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC.

We are filing this written notice with the Labor and Workforce Development Agency ("LWDA") pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and 2698, *et seq*. The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client's allegations of violations of the Labor Code by her Employer. In addition to submitting this letter and the $75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee JEANELLE WILSON ("Plaintiff" or "Employee") was employed by ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC ("Defendants" or "Employers") as an hourly non-exempt employee from in or around March 1, 2009 to present.

1. *Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked in Violation of Labor Code Sections 1194 and 1197*

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." Labor Code section 1194 states, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer's policies, practices, and/or procedures including, but not limited to:

- Plaintiff and similarly situated employees were required to take at home COVID-19 self-tests before reporting to work and submit the results to Defendants through an online portal prior to being permitted to clock-in for their shifts.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer's failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq*., and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

2. *Failure to Authorize or Permit Rest Periods and/or Failure to Pay Rest Period Premiums in Violation of Labor Code Section 226.7*

Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires 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. The authorized 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…." Wage Order 5, § 12. "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement "obligates Employer to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id*. If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 5 at § 12.

Employee alleges that Employer failed to authorize or permit (her/him) and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Requiring Plaintiff and similarly situated employees to remain on hospital campus during their rest periods, resulting in rest periods that were captive and/or not duty-free.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California -based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 5 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2), on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay rest period premiums and/or pay rest period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

3. Failure to Indemnify Employees for Employment-Related Expenditures in Violation of Labor Code Section 2802

Employees allege that during their employment, Employers failed to indemnify them and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties. Labor Code section 2802(a) states, "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…"

Employees allege that during their employment, Employers failed to indemnify them and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties due to Employers' policies, practices, and/or procedures including, but not limited to, the following:

- requiring Plaintiff and similarly situated employees to use or purchase their own tools and/or resources in order to work for Defendants, including but not limited to requiring Plaintiff and similarly situated employees to use their personal cell phones to take calls

from Defendant's management and use their home internet for work purposes without reimbursing Plaintiff and similarly situated employees for such use.

Employers' aforementioned policies, practices, and/or procedures resulted in Employees and other current and former aggrieved California-based employees not receiving indemnification for employment-related expenditures, in violation of Labor Code 2802.

Based on this violation, Employees will seek both restitution for themselves and other current and former aggrieved California-based employees for Employers' violations of Labor Code section 2802 and will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California.

4. *Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204*

Employee alleges that during her employment, Employer failed to timely pay Employee's and other current and former aggrieved California-based hourly non-exempt employees' earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id*. Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay her and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, and/or rest period premium wages), in violation of Labor Code section 204. Employer's aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

5. *Secret Payment of Wages Lower Than Designated by Statute, in Violation of Labor Code Section 223*

Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract. By engaging in the unlawful conduct

alleged herein, including by failing to pay wages no less than the applicable legal minimum and overtime wages, and also meal and rest break premiums, as established by Labor Code sections 226.7, 510, 1194, 1197 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code section 1198, the Employer secretly paid a lower wage than designated by statute while purporting to pay the wages designated by statute, in violation of Labor Code section 223. The Employee with therefore pursue the civil penalties established by Labor Code section 225.5 for all such violations of Labor Code section 223, on behalf of the LWDA and against Employer if authorized to file a representative action on behalf of the State of California.

6. *Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code 226*

Labor Code section 226(a) states that "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee…an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee…(3) the number of piece -rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) 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, (8) the name and address of the legal entity that is the employer…and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee…."

Employee alleges that as a derivative of Employee's claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer's control for uncompensated time and who did not receive all their earned wages (including minimum wages, and/or rest period premium wages), as such failures rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 226.3 and/or Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

CONCLUSION

Our client intends to file a representative action pursuant to PAGA concerning her wage claims as warranted by Employer's violations of Labor Code sections 204, 223, 226, 226.7, 1194, 1197, 2802, and sections 3, 4, 11 and 12 of the applicable IWC Wage Orders. This letter is being

sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer's violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,
LAVI & EBRAHIMIAN, LLP



Cassandra A. Castro, Esq.

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
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August 12, 2024

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION 2699.3

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC Registered Agent for Process Service c/o C T Corporation System 330 N Brand Blvd Suite 700 Glendale, CA 91203 **Certified No.: 7022 3330 0002 1393 3881**	**ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC** Attn.: Legal Department 3345 Michelson Dr. Suite 100 Irvine, CA 92612 **Certified No.: 9589 0710 5270 0415 3811 11**
ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC Attn.: Legal Department 1801 Lind Avenue SW Renton, WA 98057 **Certified No.: 9589 0710 5270 0415 3811 28**	**ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC** Attn.: Legal Department 1000 Trancas Street Napa, CA 94558 **Certified No.: 9589 0710 5270 0415 3811 42**

From: JEANELLE WILSON, on behalf of herself and all other current and former aggrieved California-based hourly non-exempt employees of ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC.

c/o Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Cassandra A. Castro, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Email: jlavi@lelawfim.com
vgranberry@lelawfirm.com

ccastro@lelawfirm.com

Our firm has been retained by aggrieved employee JEANELLE WILSON concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq*. ("PAGA") against her employers, ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC.

We are filing this written notice with the Labor and Workforce Development Agency ("LWDA") pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and 2698, *et seq*. The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client's allegations of violations of the Labor Code by her Employer. In addition to submitting this letter and the $75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee JEANELLE WILSON ("Plaintiff" or "Employee") was employed by ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC ("Defendants" or "Employers") as an hourly non-exempt employee from in or around March 1, 2009 to present.

1. *Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked in Violation of Labor Code Sections 1194 and 1197*

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." Labor Code section 1194 states, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer's policies, practices, and/or procedures including, but not limited to:

- Plaintiff and similarly situated employees were required to take at home COVID-19 self-tests before reporting to work and submit the results to Defendants through an online portal prior to being permitted to clock-in for their shifts.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer's failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq*., and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

2. *Failure to Authorize or Permit Rest Periods and/or Failure to Pay Rest Period Premiums in Violation of Labor Code Section 226.7*

Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires 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. The authorized 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…." Wage Order 5, § 12. "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement "obligates Employer to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id*. If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 5 at § 12.

Employee alleges that Employer failed to authorize or permit (her/him) and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Requiring Plaintiff and similarly situated employees to remain on hospital campus during their rest periods, resulting in rest periods that were captive and/or not duty-free.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California -based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 5 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2), on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay rest period premiums and/or pay rest period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

3. Failure to Indemnify Employees for Employment-Related Expenditures in Violation of Labor Code Section 2802

Employees allege that during their employment, Employers failed to indemnify them and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties. Labor Code section 2802(a) states, "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…"

Employees allege that during their employment, Employers failed to indemnify them and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties due to Employers' policies, practices, and/or procedures including, but not limited to, the following:

- requiring Plaintiff and similarly situated employees to use or purchase their own tools and/or resources in order to work for Defendants, including but not limited to requiring Plaintiff and similarly situated employees to use their personal cell phones to take calls

from Defendant's management and use their home internet for work purposes without reimbursing Plaintiff and similarly situated employees for such use.

Employers' aforementioned policies, practices, and/or procedures resulted in Employees and other current and former aggrieved California-based employees not receiving indemnification for employment-related expenditures, in violation of Labor Code 2802.

Based on this violation, Employees will seek both restitution for themselves and other current and former aggrieved California-based employees for Employers' violations of Labor Code section 2802 and will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California.

4. *Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204*

Employee alleges that during her employment, Employer failed to timely pay Employee's and other current and former aggrieved California-based hourly non-exempt employees' earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id*. Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay her and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, and/or rest period premium wages), in violation of Labor Code section 204. Employer's aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

5. *Secret Payment of Wages Lower Than Designated by Statute, in Violation of Labor Code Section 223*

Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract. By engaging in the unlawful conduct

alleged herein, including by failing to pay wages no less than the applicable legal minimum and overtime wages, and also meal and rest break premiums, as established by Labor Code sections 226.7, 510, 1194, 1197 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code section 1198, the Employer secretly paid a lower wage than designated by statute while purporting to pay the wages designated by statute, in violation of Labor Code section 223. The Employee with therefore pursue the civil penalties established by Labor Code section 225.5 for all such violations of Labor Code section 223, on behalf of the LWDA and against Employer if authorized to file a representative action on behalf of the State of California.

6. *Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code 226*

Labor Code section 226(a) states that "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee…an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee…(3) the number of piece -rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) 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, (8) the name and address of the legal entity that is the employer…and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee…."

Employee alleges that as a derivative of Employee's claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer's control for uncompensated time and who did not receive all their earned wages (including minimum wages, and/or rest period premium wages), as such failures rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 226.3 and/or Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

CONCLUSION

Our client intends to file a representative action pursuant to PAGA concerning her wage claims as warranted by Employer's violations of Labor Code sections 204, 223, 226, 226.7, 1194, 1197, 2802, and sections 3, 4, 11 and 12 of the applicable IWC Wage Orders. This letter is being

sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer's violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,
LAVI & EBRAHIMIAN, LLP



Cassandra A. Castro, Esq.