



December 21, 2022

Robin G. Workman
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File No.: 3324

Via Online Filing Submission

Labor and Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified Mail

The Permanente Medical Group, Inc.
1950 Franklin Street, 20th Floor
Oakland, CA 94612

Re: Notice of Violations of California Labor Code Sections by Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 246, 558, 2802; California Business and Professions Code §§ 17200, et seq.; Applicable Industrial Welfare Commission Wage Orders, And Pursuant To California Labor Code §§ 2699 and 2699.5.

To Whom It May Concern:

Sonia LeDoux retained our offices. Ms. LeDoux is a former employee of The Permanente Medical Group, Inc. (“Kaiser”), where she held the position of medical assistant until she was terminated on January 10, 2022. Ms. LeDoux worked as a medical assistant for twenty-six years and was stationed in Kaiser’s Department of Orthopedic Surgery. Ms. LeDoux contends that Kaiser: (1) failed to pay all similarly situated California employees all wages due immediately or within seventy-two hours of termination, or resignation, as well as all associated waiting time penalties, in violation of California Labor Code sections 201-203; (2) failed to provide accurate, itemized, wage statements to all similarly situated California employees, in violation of California Labor Code section 226; (3) failed to reimburse all similarly situated California employees for work-related expenses incurred while working from home, in violation of California Labor Code section 2802; and, (4) failed to provide compliant rest breaks or provide compensation for non-compliant rest breaks in violation of California Labor Code section 226.7. Said conduct, in addition to the forgoing, violated each Labor Code section as set forth in California Labor Code section 2699.5.

In addition to the violations outlined in the October 18, 2022, letter, Ms. LeDoux contends that Kaiser violated California Labor Code section 226 by failing to provide wage statements and instead only making the wage statements available on line. Ms. LeDoux also alleges that Kaiser violated Labor Code section 246, et seq., in that Kaiser failed to provide Ms. LeDoux, and its other employees, written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, either on the wage statements or in a separate writing provided on the designated pay date with the employee's payment of wages. Kaiser did not set forth available sick leave on its wage statements and did not provide the information on any other written notice.

This supplemental notice is provided to enable Ms. LeDoux to proceed as a deputized attorney general in the State of California as authorized by California Labor Code section 2698, et seq. on behalf of herself, current and former aggrieved employees, and class members.

Very truly yours,

WORKMAN LAW FIRM, PC

A handwritten signature in black ink, appearing to read 'Robin G. Workman', with a long horizontal line extending to the right.

Robin G. Workman

RGW/cp