



October 18, 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, 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.

Ms. LeDoux alleges that Kaiser failed to reimburse her, and similarly aggrieved employees, for work-related expenses, in violation of California Labor Code section 2802. Starting in April 2020, Kaiser required Ms. LeDoux and similarly situated employees to work from their homes due to the COVID-19 pandemic. To comply with this requirement, Ms. LeDoux and similarly situated employees were required to use their personal cell phone and/or computers to conduct phone and video visits with patients and to communicate with other Kaiser personnel regarding work issues. Kaiser did not reimburse Ms. LeDoux for any of her work-related expenses incurred to perform her job at her home, including phone charges, internet charges, and other home office charges. Kaiser's failure to reimburse for these costs violated California Labor Code section 2802.

Ms. LeDoux alleges that Kaiser failed to provide her, and similarly aggrieved employees, with paid rest breaks, and failed to provide proper compensation for missed rest breaks, in violation of California Labor Code section 226.7. From approximately 2014 forward, excluding the time worked from home due to the COVID-19 pandemic, Kaiser required Ms. LeDoux, and similarly situated employees, to combine their rest and meal periods and checkout for the rest and meal periods from approximately 12:30 p.m. to 1:30 p.m., the time that Kaiser closed the clinics for lunch. This one-hour period encompassed Ms. LeDoux's 30-minute meal break period and two rest periods. By requiring Ms. LeDoux and other similarly situated employees to combine their rest and meal periods, Kaiser failed to provide compliant rest periods as required by the applicable wage order. Kaiser also did not compensate Ms. LeDoux, and the other similarly situated employees, for failing to provide compliant rest breaks. Based on these outlined practices, Kaiser failed to provide required rest breaks, and failed to provide proper compensation for missed rest breaks, in violation of California Labor Code section 226.7.

Additionally, given that Kaiser did not pay an additional hour of compensation when Ms. LeDoux and similarly aggrieved employees missed rest breaks, it failed to pay all compensation earned, and it did not reflect all gross wages earned, hours worked, and net wages earned on the wage statements, in violations of California Labor Code sections 201-204, 226, subdivisions (a)(1), (2) and (5) and 558. As a result of Kaiser's violation of California Labor Code section 226, Ms. LeDoux, and similarly situated employees who received improper wage statements, are entitled to recover the penalties and interest thereon as set forth in California Labor Code sections 226(e) and 226.3, and additional penalties as set forth in Labor Code section 2698, et. seq.

Ms. LeDoux alleges that Kaiser failed to pay her, and similarly aggrieved employees, all wages due, including at the time of discharge for terminated employees, or within seventy-two hours for employees who resigned during the relevant period, in violation of California Labor Code sections 201-203. Due to Kaiser's failure to compensate Ms. LeDoux and other similarly situated employees for missed rest breaks and provide reimbursement for all work-related expenses, Ms. LeDoux was not paid all wages due to them upon their departure from Kaiser. California Labor Code section 203 mandates that the wages of the employee shall continue to accrue, as a penalty to the employer, from the date of termination at the same rate until paid, or until an action is commenced; but shall not accrue for more than thirty-days. Ms. LeDoux also

seeks these “waiting time penalties” pursuant to section 203 for herself and all similarly aggrieved employees in the relevant period, or one year prior to the date of this letter, to present.

Ms. LeDoux contends that Kaiser caused violations of the California Labor Code and/or provisions of the applicable Industrial Welfare Commission Orders as specified in California Labor Code section 558 and is therefore liable for civil penalties set forth within that section and as authorized by California Labor Code section 2699(a). Kaiser’s conduct further violated each applicable Labor Code section as set forth in California Labor Code section 2699.5, and California Business and Professions Code § 17200, et seq.

This notice is provided to enable Ms. LeDoux to proceed as deputized attorney general in the State of California as authorized by California Labor Code section 2698, et seq. on behalf of themselves, 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/kt