



CALIFORNIA EMPLOYMENT COUNSEL, PC

TIMOTHY B. DEL CASTILLO
TDC@CASTLEEMPLOYMENTLAW.COM
916-245-0122

2999 DOUGLAS BLVD.
SUITE 180
ROSEVILLE, CA 95661

June 18, 2025

For Online Filing:

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Taja Polanco v. BHC Heritage Oaks Hospital, Inc.*

Dear Labor Commissioner,

As counsel for, and on behalf of, Taja Polanco (hereinafter referred to as “Claimant”), I am writing to provide you and the following employer(s) (hereafter “Defendant(s)”) notice pursuant to California Labor Code section 2699.3:

BHC Heritage Oaks Hospital, Inc.
4250 Auburn Blvd.
Sacramento, CA 95841

I am setting forth the facts and theories to support each of the counts found within this letter. Please notify us of your intent to investigate any or all of the claims alleged herein against any of the above identified Defendant(s). Should you decide not to investigate, we request that you allow us to seek civil penalties on behalf of the Labor Commissioner, Claimant, and all other aggrieved employees, current and formerly employed by Defendant, pursuant to California Labor Code section 2699(a). A \$75.00 filing fee is being submitted to Department of Industrial Relations, Accounting Unit, 455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94102.

A. FACTS

Claimant was employed by Defendant in different non-exempt positions at their location in Sacramento, California from approximately August 2021 to April 2025.

Claimant and other aggrieved employees worked for Defendant as non-exempt employees in California. Claimant experienced and is informed and believes other employees of Defendant also experienced the following, and on that basis they are aggrieved employees as discussed herein.

Defendant failed to pay Claimant and other aggrieved employees at least the minimum wage for all time worked. This included times where Claimant and other aggrieved employees were contacted,

while they were not on a scheduled shift, to ask work-related questions and address work-related concerns. Such contact was a regular occurrence but Defendant did not pay Claimant and other aggrieved employees for that time, including times when Claimant and other aggrieved employees had already worked 8 hours that day or 40 hours that week.

Defendant failed to provide appropriate rest periods for Claimant and other aggrieved employees. From time-to-time the workload, the number of personnel available, and/or other circumstances within Defendant's control prevented Claimant and other aggrieved employees from having at least 10 minutes of duty-free time every 4 hours. Defendant failed to adequately schedule and otherwise structure the work environment to authorize, permit, and/or otherwise enable Claimant and other aggrieved employees to take these 10-minute duty-free, rest breaks. Defendant also failed to pay premium hour for each day that Claimant and other aggrieved employees were denied a legally entitled rest break.

Defendant failed to provide appropriate meal periods for Claimant and other aggrieved employees. From time-to-time the workload, the number of personnel available, and/or other circumstances within Defendant's control prevented Claimant and other aggrieved employees from having at least 30 minutes of duty-free time for shifts exceeding 5 hours before the 5th hour, and/or failed to provide a meal period before the 5th hour for shifts of employees with meal waivers working on shifts extending beyond 6 hours. Defendant failed to adequately schedule and otherwise structure the work environment to authorize, permit, and/or otherwise enable Claimant and other aggrieved employees to take these 30-minute duty-free, meal periods.

Through a combination of poor scheduling and other factors within Defendant's control, Defendant created an environment that failed to authorize, permit, and/or otherwise enable Claimant and other aggrieved employees to take these 30-minute duty-free, meal periods. Any on-duty meal break agreements with Claimant and other aggrieved employees were invalid.

Defendant failed to keep accurate time records and furnish important information on wage statements for Claimant and other aggrieved employees. Defendant's failure to account and pay for all premium hours owed and for work performed outside of scheduled shifts results in inaccurate time records and wage statements that fail to provide information of Claimant and other aggrieved employees hours worked, pay-owed, and/or other required information.

Defendant's sick leave policy deterred and prevented employees from using their sick leave. Defendant had a policy that applied to employees, including those who worked for the same employer for at least 30 days within a year in California, and satisfied a 90-day employment period before taking any sick leave. Defendant's sick policy specifically provides that "Unscheduled absences on a Monday, Friday, or on days immediately preceding or following the employee's normal "weekend" or a holiday will not be compensated unless the employee presents a physician's description of the illness, or other appropriate documentation . . . within 24 hours of the employees' return to work."

Defendant also had an absence control policy that counted sick leave as an absence that may lead to or result in discipline, discharge, demotion, or suspension. More specifically, "Unscheduled Absences" included 'illness' and the occurrence of more than 3 within 6-month period could lead to termination of the employee. Moreover, a sickness requiring multiple days off would only count as a

single occurrence if Claimant and other aggrieved employees obtained a note from a doctor showing the necessity of taking time off from work. This policy applied regardless of the amount of sick leave Claimant and other aggrieved employees had accrued.

Defendant did not reimburse Claimant and other aggrieved employees for all necessary expenditures or losses incurred by Claimant and other aggrieved employees in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of Defendant. This included the cost of obtaining the doctor's notes required under Defendant's absence control policy, i.e. Defendant did not pay for the expense necessary for Claimant and other aggrieved employees to obtain a doctor's note, this included even when Claimant and other aggrieved employees did not need to seek medical care for any other reason than to obtain a doctor's note pursuant to Defendant's policy.

Defendant also failed to reimburse the expenses incurred related to Claimant and other aggrieved employee's cell phone use. Specifically, Defendant and its agents/employees had a practice of contacting Claimant and other aggrieved employees directly on their personal cell phones to ask work-related questions and address work-related concerns. Defendant failed to provide any reimbursement for this use of their cell phones.

B. VIOLATIONS OF THE LABOR CODE EXPERIENCED BY CLAIMANT AND OTHER AGGRIEVED EMPLOYEES

Violation of Labor Code §§ 1194, 1197, 1197.1; IWC Wage Order(s) (Failure to Pay Minimum Wages)

California Labor Code sections 1194, 1197, 1197.1 and relevant IWC Wage Order(s) require employers to pay at least the applicable minimum wage for all time worked. During the period Claimant and other aggrieved employees were employed by Defendant, they were entitled to be paid at least the State's or other applicable minimum wage rate for all time that they worked. For the reasons stated above, Defendant did not pay Claimant and other aggrieved employees at least the applicable minimum wage for all hours worked. Thus, Claimant and other aggrieved employees were not paid at least the applicable state minimum wage for all hours worked in violation of the Labor Code.

Violation of Labor Code §§ 510, 1194; IWC Wage Order(s) (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 and relevant IWC Wage Order(s) require employers to pay employees overtime at 1.5 times of each employee's regular rate for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay overtime at 1.5 times of each employee's regular rate for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay double each employee's regular rate for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Claimant and other aggrieved employees were not paid overtime wages as legally required. Claimant and all other aggrieved employees are entitled to recover all unpaid overtime wages.

Violation of Labor Code §§ 226.7, 512 and IWC Wage Order(s) (Failure to Provide Meal Periods)

Labor Code section 226.7 and relevant IWC Wage Order(s) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. The law also requires that employers pay a premium hour for each day that an employee is unable to take a legally entitled meal break. For the reasons stated above, Claimant and other aggrieved employees were not authorized, permitted, and/or otherwise enabled to take legally compliant meal periods pursuant to California law.

Violation of Labor Code § 226.7 and IWC Wage Order(s) (Failure to Provide Rest Periods)

Labor Code section 226.7 and relevant IWC Wage Order(s) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. The law also requires that employers pay a premium hour for each day that an employee is unable to take a legally entitled rest break. For the reasons stated above, Claimant and other aggrieved employees were not authorized, permitted, and/or otherwise enabled to take legally compliant rest periods pursuant to California law in violation of the Labor Code.

Violation of Labor Code § 1174 (Failure to Keep Accurate Time Records)

Labor Code section 1174(d) requires employers to keep “payroll records showing the hours worked daily by and the wages paid to . . . employees . . . These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years.” Defendant did not keep accurate information regarding all hours worked by Claimant and other aggrieved employees, largely by failing to accurately record all time worked on their time records. This was in violation of the Labor Code.

Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “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” For the reasons stated above, Defendant failed to comply with these requirements with respect to Claimant and other aggrieved employees in violation of the Labor Code.

Violation of Labor Code §§ 201–203, 256 (Failure to Pay Final Wages)

Labor Code sections 201–203 require that all wages, including minimum wages as well as meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Claimant and other aggrieved employees did not receive all final

wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201–203. This is in violation of the Labor Code.

Violation of Labor Code § 233, 234, 246, 246.5 (Sick Leave)

Labor Code section 246 establishes employees' rights to accrue and use paid sick leave without interference or retaliation from employers. Labor Code Section 233 also provides

(a) Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5. The designation of sick leave taken for these reasons shall be made at the sole discretion of the employee. . . .

...

(c) An employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section 246.5.

Moreover, an absence control policy that “counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is *a per se violation of Section 233.*” Cal. Lab. Code § 234 (emphasis added).

For the reasons stated above, Defendant violated Claimant and other aggrieved employees' right to sick leave and failed to comply with the legal requirements with respect to Claimant and other aggrieved employees in violation of the Labor Code.

Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

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, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

For the reasons stated above, Defendant failed to pay required reimbursements to Claimant and other aggrieved employees for required business expenses in violation of the Labor Code.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact my office. Pursuant to Labor Code section 2699.3,

please notify Defendant(s) and this law office within 60 calendar days of the postmark date of this notice whether the Agency intends to investigate the alleged violations.

Very truly yours,

Castle Law: California Employment Counsel, PC

By: 
Timothy B. Del Castillo

cc: BHC Heritage Oaks Hospital, Inc.
4250 Auburn Blvd.
Sacramento, CA 95841