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June 13, 2025

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

CEDARS-SINAI MEDICAL CARE FOUNDATION
6500 Wilshire Blvd., 19th Floor
Los Angeles, CA 90048

CEDARS-SINAI MEDICAL CENTER
8700 Beverly Blvd.
Los Angeles, CA 90048

Re: *Lopez v. Cedars-Sinai Medical Care Foundation et al.*

Dear Cedars-Sinai Medical Care Foundation and Cedars-Sinai Medical Center:

This office represents Norma Lopez. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE

This is an employer-employee related dispute. Plaintiff was misclassified as an exempt employee by Cedars-Sinai Medical Care Foundation and Cedars-Sinai Medical Center. Plaintiff is seeking relief for Defendants' violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendants as a result of their unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff to recover wages from Defendants due to Defendants' failure to pay overtime, failure to issue accurate wage statements, to pay wages due on termination, to reimburse business expenses, to allow inspection of employment records and unfair competition.

Defendants have violated the law. These violations are set forth in Section II below. Plaintiff seeks compensatory, statutory, declaratory and injunctive relief to compensate her for wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Cedars-Sinai Medical Care Foundation and Cedars-Sinai Medical Center. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE (Cal. Labor Code §§ 510, 511, 558, 1194.3, 1198; IWC Wage Order No. 4)

Defendants were required to pay Plaintiff for all time worked. Plaintiff at times worked schedules such that she was due pay at overtime rates. However, Plaintiff was not paid time and one half for the overtime hours she worked. She was paid her regular rate of pay.

Throughout Plaintiff's employment, Defendants failed and refused to pay and properly calculate overtime compensation to Plaintiff as required by law. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendants' failure and refusal to pay overtime Plaintiff suffered damages in an amount to be proven at trial.

B. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226; IWC Wage Order No. 4)

Defendants intentionally and knowingly failed to provide Plaintiff with weekly itemized wage statements containing the wages earned by Plaintiff. Further, the payments owed to Plaintiff for overtime compensation and failure to reimburse business expenses, were not included in gross wages earned by Plaintiff.

Plaintiff was damaged by these failures because, among other things, the failures led her to believe that she was not entitled to overtime compensation and reimbursement of business expenses, even though she was so entitled and these failures hindered them from determining the amounts of wages owed to her.

C. FAILURE TO PAY WAGES DUE UPON TERMINATION
(Cal. Labor Code §§201-203)

Plaintiff was wrongfully terminated from Defendants' employ and Defendants willfully failed to pay Plaintiff wages due to her.

Plaintiff was not paid for all the wages she was owed when she ended her employment with Defendants on April 22, 2024. She is still owed overtime and other wages.

D. FAILURE TO REIMBURSE BUSINESS EXPENSES
(Cal. Labor Code §§2802)

Defendants were aware that Plaintiff was purchasing supplies for business, but failed to indemnify Plaintiff for all her business-related expenses, in accordance with Labor Code §2802.

Plaintiff suffered damages in an amount, subject to proof, to the extent she was not reimbursed for all of her business-related expenses incurred in the discharge of her duties. An employer may never impose a financial burden on employees, with respect to business-related expenses, which would reduce the employee's wage rate below the minimum wage.

E. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code §1198.5)

On or about June 13, 2025, Plaintiff's counsel issued written request to Defendants for copies of her personnel records. Defendants have failed and refused to permit Plaintiff to have access to copies of her records.

As a result of Defendants' failure and refusal to permit Plaintiff to have full access to her records, Plaintiff will seek injunctive relief and recovery of statutory penalties.

F. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendants, through the unfair and unlawful business practices as described herein, have obtained valuable property, money and services from the Plaintiff and have deprived her of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff is entitled to, and is, seeking such relief as may be necessary to restore to her the money and property which Defendants have acquired, or of which Plaintiff has been deprived by means of the above-described unfair and unlawful business practices.

G. ADDITIONAL PENALTIES

(Violations of Labor Code §§201-204, 218.5, 226(a)(e), 510, 512, 558, 1194, 1194.2, 1194.3, 1198, 1199, 2802 and 1198.5)

Plaintiff intends to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles'.

Kevin A. Lipeles, Esq.