HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

September 15, 2025

VIA LWDA WEBSITE

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

Re: *Irma Silva v. Sunbridge Braswell Enterprises, LLC*

To Whom It May Concern:

Please be advised that this law firm represents Irma Silva ("Ms. Silva") in claims arising from her employment with Sunbridge Braswell Enterprises, LLC; and Does 1 through 100 (collectively "Sunbridge"). Ms. Silva is an "aggrieved employee" as defined by Labor Code Section 2698 *et seq*., due to Sunbridge's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, "aggrieved employees" include all of Sunbridge's non-exempt employees who worked for Sunbridge in California during the one year immediately preceding the date of this letter through the present.

Sunbridge owns and operates mental health clinics throughout California. Ms. Silva was employed by Sunbridge in the non-exempt position of "Psychiatric Technician Nurse" from approximately June 2022 until approximately September 17, 2024, at Sunbridge's Olive Vista Behavioral Health Center, a skilled nursing facility in Pomona, California. Ms. Silva's primary job duties included caring for patients, documenting their behavior, dispensing medication, and other activities to assist the individuals in their daily lives. Throughout Ms. Silva's tenure with Sunbridge, Sunbridge maintained a policy/practice of understaffing its facilities. For example, Ms. Silva was often the sole Psychiatric Technician Nurse in her unit and was staffed with only two Certified Nursing Assistants ("CNA") and two "helpers," who were collectively responsible for the supervision and care of approximately thirty-one (31) patients.

Throughout Ms. Silva's tenure with Sunbridge, Sunbridge have failed to pay Ms. Silva and other aggrieved employees for all hours actually worked, including all hours subject to the control of Sunbridge and/or suffered or permitted to work, by requiring them to work off the clock. Specifically, Sunbridge maintain a policy/practice of its supervisors often phoning Ms. Silva and other aggrieved employees on their days off to ask work-related questions. Sunbridge also maintain a policy/practice of requiring Ms. Silva and other aggrieved employees to complete online educational modules called "SNF Clinic" at remotely at home while Ms. Silva and the other aggrieved employees were off the clock. Additionally, Sunbridge's policies/practices also required Ms. Silva and other aggrieved employees to continue working after clocking out due to patient care issues and staffing shortages. As a result, Ms. Silva and other aggrieved employees were not compensated for all earned minimum and overtime wages as a result of Sunbridge's timekeeping policies/practices.

Sunbridge also failed to provide Ms. Silva and other aggrieved employees with all required meal periods due to Sunbridge's meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work) and short (less than 30 minutes) meal periods. Sunbridge also did not provide Ms. Silva and other aggrieved employees with a second meal period for shifts over 10.0 hours when they worked such shifts. Due to work demands and Sunbridge's understaffing, Ms. Silva and other aggrieved employees often had their meal breaks interrupted or cut short (i.e., they were not provided full 30-minute meal periods for the first meal period). Similarly, Sunbridge required Ms. Silva and other aggrieved employees to clock out for their meal periods before the end of the fifth hour of work, but due to work demands and Sunbridge's policies/practices and staffing levels, Ms. Silva and other aggrieved employees were required to continue working off the clock to care and to try to take their meal periods later if they could. Ms. Silva's late short and/or interrupted meal periods were a direct result of Sunbridge's policy/practice of intentionally understaffing their facilities while simultaneously requiring Ms. Silva, and other aggrieved employees, to remain at their post and monitor patients unless relieved. Additionally, despite Sunbridge's failure to provide Ms. Silva and other aggrieved employees with all meal periods to which they were legally entitled due to Sunbridge's uniform and unlawful policies and/or practices, Sunbridge failed to provide Ms. Silva and other aggrieved employees with an additional hour of premium pay at their respective regular rates of pay for each meal period violation, as required by Labor Code § 226.7.

In addition, throughout Ms. Silva's employment with Sunbridge, Ms. Silva and other aggrieved employees have not been authorized and permitted to take legally required, duty-free rest periods due to Sunbridge's unlawful rest period policy and practices, Sunbridge's understaffing of their facilities, and work demands. Additionally, despite Sunbridge's failure to authorize and permit Ms. Silva and other aggrieved employees to take all rest periods to which they were legally entitled due to Sunbridge's uniform and unlawful policies and/or practices, Sunbridge failed to provide Ms. Silva and other aggrieved employees with an additional hour of premium pay at their respective regular rates of pay for each rest period violation, as required by Labor Code § 226.7.

Sunbridge maintained, and upon information and belief, still maintain, a policy of making unlawful deductions from Ms. Silva's and other aggrieved employees' earned wages. Specifically, Sunbridge made unauthorized deductions from Ms. Silva's and other aggrieved employees' earned wages for telehealth services, which were denoted on their wage statements as "LLH Claim" and "LLH Premium." As a result of Sunbridge's deductions, Ms. Silva and other aggrieved employees are entitled to recover those earned wages that were unlawfully taken from them by Sunbridge.

Sunbridge required Ms. Silva and other aggrieved employees to use their personal cellular phones for necessary work purposes, including to communicate with supervisors, as well as to use their home internet to complete online educational modules. Despite this requirement, Sunbridge never reimbursed Ms. Silva and other aggrieved employees for a reasonable portion of their monthly cellular phone or home internet expenses, as mandated by *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014), and Labor Code § 2802.

As a result of Sunbridge's failure to pay all minimum and overtime wages, as well as all meal and rest period premium wages owed, Sunbridge maintained inaccurate payroll records, failed to issue accurate itemized wage statements, and failed to pay Ms. Silva and other aggrieved employees all wages owed at the time of her separation of employment.

As described above, Sunbridge committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 5 ("Wage Order 5"):

<u>Minimum Wage Violations</u>

Sunbridge was required to pay Ms. Silva and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 5, § 4. As alleged above, Sunbridge failed to conform its pay practices to the requirements of the law by failing to pay Ms. Silva and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Sunbridge and/or suffered or permitted to work under the California Labor Code and Wage Order 5. As a result of these policies/practices, which fail to compensate for all hours worked, Ms. Silva and other aggrieved employees were deprived of all required minimum wages.

<u>Overtime Wage Violations</u>

Sunbridge was required to pay Ms. Silva and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 5, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." As alleged above, Sunbridge caused Ms. Silva and other aggrieved employees to work overtime hours but did not compensate Ms. Silva and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Ms. Silva and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Sunbridge failed to provide Ms. Silva and other aggrieved employees with all required and compliant meal periods.*See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Ms. Silva and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, Sunbridge also failed to authorize and permit Ms. Silva and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As a result, Ms. Silva and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Unlawful Deductions from Earned Wages

As alleged above, Sunbridge made unlawful deductions from Ms. Silva's and other aggrieved employees' earned wages. Specifically, Sunbridge made unauthorized deductions from the earned wages of Ms. Silva and other aggrieved employees for telehealth services, which were denoted on their wage statements as "LLH Claim" and "LLH Premium." *See* Labor Code §§ 221.

Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, Sunbridge failed to reimburse Ms. Silva and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones for business purposes. Sunbridge's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 5, § 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees 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.") Ms. Silva and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Sunbridge was required to furnish Ms. Silva and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 5, § 7. As a result of Sunbridge's failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Sunbridge maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Silva and other aggrieved employees in violation of Labor Code § 226. Sunbridge's failure to comply with its wage statement obligations was knowing and intentional, and Ms. Silva and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Sunbridge failed to timely pay Ms. Silva and other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Sunbridge's failure to pay all final wages due to Ms. Silva and other aggrieved employees was willful and, consequently, entitles Ms. Silva and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Sunbridge failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Ms. Silva will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Silva's own investigation, and on information and belief, Sunbridge committed and continues to commit the following Labor Code violations:

a. Sunbridge violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Ms. Silva and other aggrieved employees the statutory minimum wage for all hours worked;

b. Sunbridge violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Silva and other aggrieved employees all overtime compensation earned;

c. Sunbridge violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Silva and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

d. Sunbridge violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Ms. Silva and other aggrieved employees all required rest periods and failing to pay rest period premiums to Ms. Silva and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

e. Sunbridge violated Labor Code § 221 by unlawfully deducting earned wages from the wages paid to Ms. Silva and other aggrieved employees.

f. Sunbridge violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Silva and other aggrieved employees for all necessary expenditures incurred;

g. Sunbridge violated Labor Code § 226 by failing to furnish Ms. Silva and other aggrieved employees with accurate and compliant itemized wage statements;

h. Sunbridge violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Ms. Silva and other aggrieved employees;

i. Sunbridge violated Labor Code § 204 by failing to pay Ms. Silva and other aggrieved employees all wages earned at least twice during each calendar month; and

j. Sunbridge violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Silva and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Sunbridge if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

Paul K. Haines

cc: Sunbridge Braswell Enterpsies, LLC (via certified mail)