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Attorneys for Plaintiff Sophia Rollins

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Superior Court of California,
County of San Diego
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

SOPHIA ROLLINS, on behalf of all other current and former aggrieved employees of Defendants and the State of California under the Private Attorneys General Act, Plaintiffs, vs. SDBOTOXPB, INC., DBA SD BOTOX; VANTAGE ANESTHESIA CONSULTANTS; and DOES 1 through 50, inclusive, Defendants.	Case No. 25CU062314C **REPRESENTATIVE ACTION COMPLAINT** 1. Civil Penalties under the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*) Action Filed:

Plaintiff SOPHIA ROLLINS, on behalf of all other current and former aggrieved employees of Defendants and the State of California under the Private Attorneys General Act ("Plaintiff") brings this REPRESENTATIVE ACTION COMPLAINT against Defendants SDBOTOXPB, INC., DBA SD BOTOX; VANTAGE ANESTHESIA CONSULTANTS; and DOES 1 through 50, inclusive (collectively "Defendants"), alleging as follows:

INTRODUCTION

1. This is a representative action complaint brought under the California Private Attorneys General Act (Labor Code 2968 *et seq*.).

2. Defendants failed to compensate Plaintiff and the aggrieved employees for all hours worked as a result of their unlawful policy requiring off-the-clock work.

3. Defendants failed to incorporate all non-discretionary remuneration in the regular rate of pay resulting in an underpayment of overtime, premium, and sick leave wages.

4. Defendants failed to provide Plaintiff and the aggrieved employees with meal and rest periods.

5. Defendants failed to reimburse Plaintiff and the aggrieved employees for necessary expenses incurred in furtherance of the job.

6. Defendants failed to provide a safe and healthful place of employment.

7. Defendants' employment practices, policies, and payroll administration systems enabled and facilitated these violations on a company-wide basis with respect to the aggrieved employees.

JURISDICTION & VENUE

8. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the California Constitution as the causes of action are premised upon violations of California law.

9. The monetary damages and restitution sought exceed the minimal jurisdiction limits of the Superior Court.

10. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail

themselves to the California economy so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

11. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conducted business and committed some of the alleged violations in this County.

PARTIES

A. Plaintiff Sophia Rollins

12. Plaintiff Rollins is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about May 2025 to July 2025. Plaintiff worked as a Patient Care Coordinator.

13. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include arbitrable claims.

B. Defendants

14. Defendant SDBotoxPB, Inc., dba SD Botox is a California corporation that maintains operations and conducts business throughout the State of California, including in this county. The company operates a medical spa and offers a variety of aesthetic and cosmetic treatments, with multiple locations in the San Diego County.

15. Defendant Vantage Anesthesia Consultants is a California corporation that maintains operations and conducts business throughout the State of California, including in this county. According to its website, the company provides mobile surgical solutions for hospitals and surgery centers, particularly in rural areas.

16. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued

by such fictitious names under Code of Civil Procedure section 474. Upon information and belief, each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

17. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

18. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

19. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

GENERAL ALLEGATIONS

20. Plaintiff and the aggrieved employees worked for Defendants as non-exempt employees and were compensated on an hourly basis.

21. Defendants failed to pay Plaintiff and the aggrieved employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages.

22. Defendants implemented an unlawful policy and practice of requiring Plaintiff and other aggrieved employees to clock out and back in for meal periods in order to create the appearance of compliant, uninterrupted 30-minute meal breaks.

23. In reality, these meal periods were often shortened, interrupted, or missed entirely. Despite performing work during these periods, Plaintiff and the aggrieved employees were not compensated for all hours worked.

24. Each time Plaintiff and the aggrieved employees worked through their unpaid meal periods, this resulted in unpaid off-the-clock work.

25. On days when Plaintiff and other aggrieved employees worked more than eight hours, this practice resulted in unpaid overtime in violation of applicable wage and hour laws.

26. Defendants failed to properly calculate and pay overtime and double time compensation at the “regular rate of pay,” as required by California law.

27. Specifically, Defendants paid Plaintiff and other aggrieved employees various forms of non-discretionary remuneration—such as bonuses and commissions based on customer sales—but failed to include these amounts in the calculation of the regular rate during pay periods in which overtime hours were worked.

28. Instead, Defendants unlawfully calculated overtime at 1.5 times the employees’ base hourly rate, rather than 1.5 times the regular rate of pay inclusive of all non-discretionary compensation, in violation of Labor Code section 510(a) and applicable IWC Wage Orders.

29. Similarly, Defendants paid double time at twice the base hourly rate, rather than twice the regular rate of pay as required.

30. For each overtime and double time hour worked during the relevant pay periods, Plaintiff and the aggrieved employees should have been compensated at a rate no less than one and one-half (1.5x) or two times (2x) their regular rate of pay, respectively.

31. Defendants’ failure to do so resulted in systematic underpayment of earned wages.

32. An illustrative example of this appears in Plaintiff’s “Earnings Statement” from 07/11/2025. Here, Plaintiff worked approximately 0.5 hours of overtime in the same pay period that she earned a bonus payment of $25.00. However, Defendants failed to factor in this additional renumeration into Plaintiff’s overtime rates, instead paying deficient rates of 1.5x Plaintiff’s base rate of $21.00.

33. Defendants failed to pay Plaintiff and the aggrieved employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages.

34. Defendants failed to comply with California’s paid sick leave laws with respect to Plaintiff and the aggrieved employees.

35. Specifically, due to the off-the-clock work detailed above, Defendants did not accurately account for all hours worked by Plaintiff and the aggrieved employees in determining the amount of paid sick leave accrued.

36. Additionally, Defendants failed to incorporate all additional forms of remuneration in the regular rate of pay for purposes of calculating paid sick leave.

37. Specifically, Plaintiff and the aggrieved employees earned non-discretionary bonuses for product sales. However, Defendants failed to incorporate these bonuses in the regular rate of pay for purposes of calculating paid sick leave, resulting in unpaid sick leave.

38. As mentioned above, Plaintiff and other aggrieved employees frequently experienced missed, shortened, delayed, and interrupted meal periods due to the high demands of their job duties and chronic understaffing.

39. For example, Plaintiff was often required to clock out for her meal break while still actively performing duties, such as waiting for another employee to arrive and relieve her. On several occasions, Plaintiff was unable to take a meal break at all in order to manage critical patient-related responsibilities—tasks that could not be postponed due to insufficient staffing.

40. On information and belief, Defendants subjected other aggrieved employees to similar working conditions. Plaintiff and her coworkers were routinely required to work during their unpaid meal periods to complete urgent tasks—tasks which would not have been as time-sensitive had Defendants adequately staffed their facilities.

41. These practices deprived employees of uninterrupted, duty-free meal periods as required by California law and resulted in uncompensated off-the-clock work.

42. Defendants failed to provide Plaintiff and other aggrieved employees with legally mandated rest breaks.

43. In particular, Defendants did not adequately communicate to Plaintiff and other aggrieved employees their right to take rest breaks, nor did they implement or facilitate a system that allowed for employees to actually take them.

44. As a result, Plaintiff and other aggrieved employees were often unable to take uninterrupted 10-minute rest periods during shifts exceeding four hours, as required by California law.

This failure was systemic and not the result of isolated incidents, and it deprived employees of meaningful rest and recovery time during their workdays.

45. Defendants required Plaintiff and other aggrieved employees to incur work-related expenses without providing full reimbursement, in violation of Labor Code section 2802. As a direct consequence of performing their job duties, Plaintiff and the aggrieved employees necessarily and unavoidably incurred various losses, costs, and expenditures.

46. These unreimbursed expenses arose from Defendants' uniform policies and practices, which failed to ensure that employees were properly indemnified for costs incurred in the discharge of their job responsibilities.

47. For example, Defendants required employees to use their personal cell phones to clock in and out of work, a function essential to their timekeeping system. Despite requiring this use of personal devices for work-related purposes, Defendants failed to reimburse employees for any portion of their cell phone expenses.

48. As a result, Plaintiff and other aggrieved employees were forced to bear expenses that, by law, should have been reimbursed by their employer.

49. Defendants violated the Labor Code Sections 6400, 6401, 6402, 6403, and Occupational Safety and Health Administration's ("OSHA") Bloodborne Pathogens Standard, codified at 29 CFR § 1910.1030, by failing to provide Plaintiff and other aggrieved employees with a safe and healthful workplace, as required under the law.

50. Specifically, the regulation mandates that used needles and other contaminated sharps must be placed into appropriate, puncture-resistant sharps disposal containers immediately or as soon as feasible after use.

51. On July 7, 2025, Plaintiff was punctured on her right hip by a used needle that had been improperly discarded in a regular trash receptacle, rather than in a designated sharps container. Plaintiff immediately reported the incident to her manager and requested that the Bloodborne Pathogen Exposure protocol be initiated. However, management instructed Plaintiff to wait 24 hours before seeking treatment.

52. As a result of this delay and continued deflection by management, Plaintiff did not receive medical evaluation or post-exposure follow-up until approximately 48 hours after the incident—well outside the time frame recommended under OSHA guidance.

53. These violations create derivative liability for failure to timely pay all wages owed each payday or upon separation of employment.

54. Defendants failed to pay Plaintiff and the aggrieved employees all wages owed for regular, overtime, and sick pay. Therefore, Defendants failed to pay all wages owed no later than seven (7) calendar days following the close of the payroll period in violation of Labor Code section 204(a).

55. Defendants failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of "gross wages earned" on those wage statements.

56. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

57. Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

58. Because of these policies and practices set forth above, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

FIRSTCAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§ 2698 *et seq.*

(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)

59. All outside paragraphs of this Complaint are incorporated into this section.

60. Plaintiff brings this cause of action as a proxy for the State of California on behalf of the following "aggrieved employees" pursuant to the Private Attorneys General Act ("PAGA"), codified as Labor Code section 2698 *et seq.*:

a. All current and former non-exempt employees who worked for Defendants in California at any time from one year prior to the postmark date of the initial PAGA notice through date of trial.

61. Plaintiff reserves the right to amend, supplement, or add to this description of the aggrieved employees, according to proof.

62. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."])

63. Labor Code section 2699(a) provides: "Notwithstanding any other provision of law,, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3. "

64. Any allegations regarding violations of the IWC Wage Orders are enforceable as violations of Labor Code section 1198, which states: "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

65. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil penalties under the PAGA.

66. On or about **September 11, 2025**, Plaintiff paid the requisite PAGA filing fee and provided written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of Defendants' alleged Labor Code violations, including the facts and theories to support the alleged violations. An amendment to the September 11, 2025 Notice was submitted on November 5, 2025. The Amendment added Labor Code Sections 6400, 6401, 6402, and 6403 under the section discussing Defendants' failure to provide safe and healthful place of employment.

67. A true and correct copy of Plaintiff's original and amended written PAGA notice, entitled "Notice of Labor Code Violations" is attached hereto as Exhibit 1 and incorporated by reference as though fully set forth herein (the "PAGA notice").

68. To date, neither Plaintiff nor Plaintiff's counsel has received a response to Plaintiff's written PAGA notice from the LWDA.

69. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant providing a description of any actions taken to cure the alleged violations.

70. Now that at least 65 days have passed from Plaintiff notifying Defendants of these violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

71. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders.

b. ***Unpaid Overtime***. Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.

c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.

d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.

e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.

f. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.

g. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.

h. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.

i. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2802, 2804.

j. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

k. ***Failure to Provide Safe and Healthful Place of Employment.*** Violation of Labor Code Section 6400, 6401, 6402, 6403, and 29 CFR 1910.1030

72. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiff prays for judgment as follows:

a. For recovery of damages in amount according to proof;

b. For all recoverable pre- and post-judgment interest;

c. For this action to be maintained as a representative action under the PAGA;

d. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;

e. For recovery of all civil penalties and other recoverable amounts under the PAGA;

f. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699, and Code of Civil Procedure section 1021.5 and any other applicable sections; and

g. For such other relief the Court deems just and proper.

Dated: November 19, 2025 ***Ferraro Vega Employment Lawyers, Inc.***

Nicholas J. Ferraro

Nicholas J. Ferraro
Dorota A. James
Attorneys for Plaintiff Sophia Rollins

<u>EXHIBIT 1</u>

Notice of Labor Code Violations

FERRARO VEGA
SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
lauren@ferrarovega.com

ATTORNEYS AT LAW
3333 Camino del Rio South, Suite 300
San Diego, California 92108

619-693-7727
619-350-6855 fax
ferrarovega.com

November 5, 2025

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

SDBotoxPB, Inc. dba SD Botox
1707 Grand Ave.
San Diego, Ca 92109

SDBotoxPB, Inc. dba SD Botox
1400 Camino De La Reina Suite 120
San Diego, Ca 92108
Att.: Olivia Kassab

Vantage Anesthesia Consultants, Inc.
1707 Grand Ave.
San Diego, Ca 92109

Vantage Anesthesia Consultants, Inc.
1400 Camino De La Reina Suite 120
San Diego, Ca 92108
Att.: Olivia Kassab

Re: Amendment to LWDA Notice dated September 11, 2025
LWDA Case No. LWDA-CM-1124705-25

Dear LWDA Officer and Company Representatives:

Please be advised that our office filed and mailed the enclosed Amended Notice of Labor Code Violations to SDBotoxPB, Inc. dba SD Botox and Vantage Anesthesia Consultants, Inc.

The Plaintiff amended the initially filed LWDA Notice dated September 11, 2025 to add Labor Code Sections 6400, 6401, 6402, and 6403 under the section discussing Defendants' failure to provide safe and healthful place of employment.

Sincerely,

Dorota James

Dorota A. James

FERRARO VEGA
SAN DIEGO EMPLOYMENT LAWYERS

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November 5, 2025

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

SDBotoxPB, Inc. dba SD Botox
1707 Grand Ave.
San Diego, Ca 92109

SDBotoxPB, Inc. dba SD Botox
1400 Camino De La Reina Suite 120
San Diego, Ca 92108
Att.: Olivia Kassab

Vantage Anesthesia Consultants, Inc.
1707 Grand Ave.
San Diego, Ca 92109

Vantage Anesthesia Consultants, Inc.
1400 Camino De La Reina Suite 120
San Diego, Ca 92108
Att.: Olivia Kassab

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **SOPHIA (ALSO KNOWN AS "SOPHIE") ROLLINS** ("Plaintiff(s)") and all other "aggrieved employees" of the following "Defendant(s)":

SDBOTOXPB, INC. DBA SD BOTOX AND VANTAGE ANESTHESIA CONSULTANTS, INC.

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency ("LWDA") does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section

2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act ("PAGA"). "PAGA allows an 'aggrieved employee'—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer." *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants have employed Plaintiff during the PAGA Period in the position of Patient Care Coordinator from about May 2025 to July 2025. During their employment Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

> All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "aggrieved employees" and the "PAGA Period").

Plaintiff reserves the right to expand or narrow the definition of the "aggrieved employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Hours Worked/Minimum Wage
Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the "Hours and Days of Work" and "Minimum Wages" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The "Minimum Wages" sections of the applicable IWC Wage Order provide that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise." The foregoing California wage laws require payment of "not less than the applicable minimum wage *for all hours worked* in the payroll period" and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.3d 314, 324.

Defendants failed to pay Plaintiff and the aggrieved employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Specifically, Plaintiff and the aggrieved employees were regularly required to work through their unpaid meal periods. As discussed in further detail in the "Unpaid Meal Period Premium Wages" section below, Plaintiff and the aggrieved employees were required to clock out each day to make it appear as if they took a compliant meal period, when in reality they had a shorter/interrupted meal period or no meal period at all. Each time Plaintiff and the aggrieved employees worked through their unpaid meal periods, this resulted in unpaid off-the-clock work.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Overtime
Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the "Hours and Days of Work" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 510 requires "[a]ny 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;" and "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;" and "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." Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the "Hours and Days of Work" sections.

Defendants failed to pay Plaintiff and the aggrieved employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages.

As previously stated, Defendants implemented an unlawful policy and practice of requiring Plaintiff and other aggrieved employees to clock out and back in for meal periods in order to create the appearance of compliant, uninterrupted 30-minute meal breaks. In reality, these meal periods were often shortened, interrupted, or missed entirely. Despite performing work during these periods, Plaintiff and similarly situated employees were not compensated for all hours worked. On days when Plaintiff and other aggrieved employees worked more than eight hours, this practice resulted in unpaid overtime in violation of applicable wage and hour laws.

Second, Defendants failed to properly calculate and pay overtime and double time compensation at the "regular rate of pay," as required by California law. Specifically, Defendants paid Plaintiff and other aggrieved employees various forms of non-discretionary remuneration—such as bonuses and commissions based on customer sales—but failed to include these amounts in the calculation of the regular rate during pay periods in which overtime hours were worked.

Instead, Defendants unlawfully calculated overtime at 1.5 times the employees' base hourly rate, rather than 1.5 times the regular rate of pay inclusive of all non-discretionary compensation, in violation of Labor Code section 510(a) and applicable IWC Wage Orders. Similarly, Defendants paid double time at twice the base hourly rate, rather than twice the regular rate of pay as required.

For each overtime and double time hour worked during the relevant pay periods, Plaintiff and the aggrieved employees should have been compensated at a rate no less than one and one-half (1.5x) or two times (2x) their regular rate of pay, respectively. Defendants' failure to do so resulted in systematic underpayment of earned wages.
An illustrative example is provided below:

Company Code L57 MBF 27367839 **Loc/Dept** 01/BASE **Number** 2251539 **Page** 1 of 1

Vantage - Little Italy
2308 Kettner Blvd
San Diego, CA 92101

Earnings Statement

Period Starting: 06/23/2025
Period Ending: 07/06/2025
Pay Date: 07/11/2025

Taxable Filing Status: Single
Exemptions/Allowances:
Federal: Std W/H Table
State: 0
Local: 0
Social Security Number: XXX-XX-8789

Tax Override:
Federal: 0.00 Addnl
State:
Local:

Sophia Rollins
7918 Camino Kiosco
San Diego, CA 92122

Earnings	rate	hours/units	this period	year to date
Regular	21.0000	38.30	804.30	2512.02
Overtime	31.5000	0.50	15.75	18.27
Bonus		0.00	25.00	50.00
Gross Pay			**$845.05**	$2,580.29

Statutory Deductions	this period	year to date
Federal Income	-26.81	84.95
Social Security	-52.40	159.98
Medicare	-12.25	37.41
California State Income	-9.35	29.05
California State DI	-10.14	30.96
Net Pay	**$734.10**	

Other Benefits and Information	this period	year to date
Sick		
- Carry Over		0.00
- Accrued Hours	0.00	40.00
- Taken Hours	0.00	0.00
- Balance		40.00
Happy Birthday!		
- Carry Over		0.00
- Accrued Hours	0.00	8.00
- Taken Hours	0.00	0.00
- Balance		8.00
Total Hours Worked	38.80	120.20

Deposits

account number	transit/ABA	amount
XXXXXX1158	XXXXXXXXX	734.10

Vantage Anesthesia
Consultants Inc
2308 Kettner Blvd
San Diego, CA 92101-1283

Important Notes

Basis of pay: Hourly

Plaintiff's wage statement dated July 11, 2025 for pay period starting June 23, 2025 to July 6, 2025 showing pay for overtime at a rate of $31.50.

Here Plaintiff worked approximately 0.5 hours of overtime in the same pay period that she earned a bonus payment of $25.00. However, Defendants failed to factor in this additional renumeration into Plaintiff's overtime rates, instead paying deficient rates of 1.5x Plaintiff's base rate of $21.00. Defendants failed to pay Plaintiff and the aggrieved employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Paid Sick Leave
Violation of Labor Code §§ 246 through 248.7

Defendants violated Labor Code sections 246 through 248.7 with respect to the aggrieved employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 40 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) "the same manner as the regular rate of pay for the workweek;" (2) "by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days;" or (3) "for exempt employee … in the same manner as the employer calculates wages for other forms of paid leave time." Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees "with written notice of the amount of paid sick leave available … for use on either the employee's itemized wage statement … or in a separate writing provided on the designated pay date with the employee's payment of wages."

Defendants failed to comply with California's paid sick leave laws with respect to the aggrieved employees. Specifically, because of the off-the-clock work described in detail above, Defendants failed to account for all hours Plaintiff and the aggrieved employees worked when calculating paid sick leave accrued.

Additionally, Defendants failed to incorporate all additional forms of remuneration in the regular rate of pay for purposes of calculating paid sick leave. Specifically, Plaintiff and the aggrieved employees earned non-discretionary bonuses for product sales. However, Defendants failed to incorporate these bonuses in the regular rate of pay for purposes of calculating paid sick leave, resulting in unpaid sick leave.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

<u>Unpaid Meal Period Premium Wages</u>
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

<u>Labor Code section 512</u> and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049. <u>Labor Code section 226.7</u> requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. <u>Labor Code section 1198</u> renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including <u>Section 11</u> (<u>Meal Periods</u>), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to <u>Section 11(A)</u> of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459.

Plaintiff and other aggrieved employees frequently experienced missed, shortened, delayed, and interrupted meal periods due to the high demands of their job duties and chronic understaffing. For example, Plaintiff was often required to clock out for her meal break while still actively performing duties, such as waiting for another employee to arrive and relieve her. On several occasions, Plaintiff was unable to take a meal break at all in order to manage critical patient-related responsibilities—tasks that could not be postponed due to insufficient staffing.

On information and belief, Defendants subjected other aggrieved employees to similar working conditions. Plaintiff and her coworkers were routinely required to work during their unpaid meal periods to complete urgent tasks—tasks which would not have been as time-sensitive had Defendants adequately staffed their facilities. These practices deprived employees of uninterrupted, duty-free meal periods as required by California law and resulted in uncompensated off-the-clock work.

Accordingly, Defendants' failure to provide lawful meal periods and compensate for missed or interrupted breaks constitutes a violation of Labor Code sections 226.7 and 512. As a result, Plaintiff seeks to recover civil penalties, both as an individual and on behalf of the State of California and other aggrieved employees, up to the maximum amount permitted under the Labor Code and the Private Attorneys General Act ("PAGA").

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the aggrieved employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major faction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

Defendants failed to provide Plaintiff and other aggrieved employees with legally mandated rest breaks. In particular, Defendants did not adequately communicate the employees' right to take rest breaks, nor did they implement or facilitate a system that allowed for employees to actually take them. As a result, Plaintiff and other aggrieved employees were often unable to take uninterrupted 10-minute rest periods during shifts exceeding four hours, as required by California law. This failure was systemic and not the result of isolated incidents, and it deprived employees of meaningful rest and recovery time during their workdays.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of "all wages" for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid "not more than seven calendar days following the close of the payroll period." Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides "every person who fails to pay the wages of an employee as provided in Section … 204 … shall be subject to a civil penalty" of $100 for an initial violation and $200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premium compensation at the lawful rate during the pay period in which such wages were earned, they violated California Labor Code section 204—and section 204b, as applicable to employees paid on a weekly basis. Specifically, Defendants failed to pay all earned wages, including premiums, overtime, regular wages, sick leave, and other forms of compensation, on the regularly scheduled paydays and within seven calendar days of the close of the applicable payroll period, as required by law. These violations stem from the unlawful policies and practices described herein, and resulted in the systematic underpayment and late payment of wages to Plaintiff and other aggrieved employees.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide Plaintiff and other aggrieved employees with accurate, itemized wage statements as required by Labor Code section 226. These violations stem directly from the unlawful policies and practices described herein.
Specifically, Defendants violated Labor Code sections 226(a)(1) and (a)(5) by failing to accurately report the "gross wages earned" and "net wages earned." Because employees were not paid all earned wages and premium compensation, including overtime and meal/rest period premiums, the amounts reflected on wage statements were artificially reduced and inaccurate.

Additionally, Defendants violated Labor Code section 226(a)(9) by failing to list the correct "hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate." Due to Defendants' failure to pay all wages and premiums owed, the wage statements did not accurately reflect the applicable rates or the total hours worked at each rate. Instead, the amounts reported were underpaid and misleading.

Defendants further violated Labor Code section 226(a)(2) by failing to accurately report the "total hours worked," as the wage statements omitted uncompensated time worked off the clock—time that was the result of Defendants' unlawful policies and practices requiring Plaintiff and other aggrieved employees to perform work without pay.

As a result of these violations, Plaintiff and other aggrieved employees were unable to promptly and easily determine, from the face of the wage statements alone, the total wages earned, hours worked, applicable rates, or how those amounts were calculated—thereby defeating the purpose of Labor Code section 226. These inaccuracies created confusion among employees and concealed Defendants' failure to pay all wages owed, further exacerbating the harm caused.

Accordingly, Plaintiff seeks to recover civil penalties as an aggrieved employee under the Private Attorneys General Act (PAGA), both individually and on behalf of the State of California and other aggrieved employees, up to the maximum amount permitted by law.

Unreimbursed Employee Expenses
Violation of Labor Code §§ 2802, 2804

Defendants violated Labor Code section 2802 with respect to the aggrieved employees by failing to reimburse the aggrieved employees for all necessary expenditures or losses incurred as part of their job duties.

Labor Code section 2802 requires an employer to "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." *See, e.g., Espinoza v. West Coast Tomato Growers, LLC*, 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

Labor Code section 2804 affirms that "[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

Defendants required Plaintiff and other aggrieved employees to incur work-related expenses without providing full reimbursement, in violation of Labor Code section 2802. As a direct consequence of performing their job duties, Plaintiff and the aggrieved employees necessarily and unavoidably incurred various losses, costs, and expenditures. These unreimbursed expenses arose from Defendants' uniform policies and practices, which failed to ensure that employees were properly indemnified for costs incurred in the discharge of their job responsibilities.

For example, Defendants required employees to use their personal cell phones to clock in and out of work, a function essential to their timekeeping system. Despite requiring this use of personal devices for work-related purposes, Defendants failed to reimburse employees for any portion of their cell phone expenses. As a result, Plaintiff and other aggrieved employees were forced to bear expenses that, by law, should have been reimbursed by their employer.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate "payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Provide Safe and Healthful Place of Employment
Violation of 29 CFR 1910.1030

Defendants violated Labor Code Sections 6400, 6401, 6402, 6403, and the Occupational Safety and Health Administration's ("OSHA") Bloodborne Pathogens Standard, codified at 29 CFR § 1910.1030, by failing to provide Plaintiff and other aggrieved employees with a safe and healthful workplace, as required under federal law. Under this standard, employers must implement strict protocols for the handling and disposal of contaminated sharps, including needles, to prevent occupational exposure to bloodborne pathogens.

Specifically, the regulation mandates that used needles and other contaminated sharps must be placed into appropriate, puncture-resistant sharps disposal containers *immediately or as soon as feasible* after use. These containers must be readily accessible, located as close as possible to the area of use, closable, and maintained in a manner that prevents overfilling. Furthermore, in the event of potential exposure to bloodborne pathogens, such as HIV or hepatitis, employers are required to provide timely post-exposure evaluation and follow-up—ideally within 1 to 2 hours following the exposure incident.

Defendants failed to adhere to these minimum safety requirements. On July 7, 2025, Plaintiff was punctured on her right hip by a used needle that had been improperly discarded in a regular trash receptacle, rather than in a designated sharps container. Plaintiff immediately reported the incident to her manager and requested that the Bloodborne Pathogen Exposure protocol be initiated. However, management instructed Plaintiff to wait 24 hours before seeking treatment. As a result of this delay and continued deflection by management, Plaintiff did not receive medical evaluation or post-exposure follow-up until approximately 48 hours after the incident—well outside the time frame recommended under OSHA guidance.

In failing to implement and enforce lawful and safe disposal practices for contaminated sharps, and by delaying necessary post-exposure care, Defendants neglected their duty to furnish and use safety devices, safeguards, and proper procedures reasonably adequate to render the workplace safe and healthful for employees, in violation of OSHA standards and applicable state safety laws.

As a result of these violations, Plaintiff is entitled to seek civil penalties up to the maximum amount permitted under OSHA regulations, and on behalf of herself and other aggrieved employees, she reserves the right to pursue all remedies available under state and federal law.

<u>Attorneys' Fees and Costs</u>
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE –

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

Dorota James

Dorota A. James

ATTACHMENT A

FERRARO VEGA
SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
lauren@ferrarovega.com

ATTORNEYS AT LAW
3333 Camino del Rio South, Suite 300
San Diego, California 92108

619-693-7727
619-350-6855 fax
ferrarovega.com

September 11, 2025

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

SDBotoxPB, Inc. dba SD Botox
1707 Grand Ave.
San Diego, Ca 92109

SDBotoxPB, Inc. dba SD Botox
1400 Camino De La Reina Suite 120
San Diego, Ca 92108
Att.: Olivia Kassab

Vantage Anesthesia Consultants, Inc.
1707 Grand Ave.
San Diego, Ca 92109

Vantage Anesthesia Consultants, Inc.
1400 Camino De La Reina Suite 120
San Diego, Ca 92108
Att.: Olivia Kassab

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **SOPHIA (ALSO KNOWN AS "SOPHIE") ROLLINS** ("Plaintiff(s)") and all other "aggrieved employees" of the following "Defendant(s)":

SDBOTOXPB, INC. DBA SD BOTOX AND VANTAGE ANESTHESIA CONSULTANTS, INC.

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency ("LWDA") does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act ("PAGA"). "PAGA allows an 'aggrieved employee'—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer." *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants have employed Plaintiff during the PAGA Period in the position of Patient Care Coordinator from about May 2025 to July 2025. During their employment Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

> All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "aggrieved employees" and the "PAGA Period").

Plaintiff reserves the right to expand or narrow the definition of the "aggrieved employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Hours Worked/Minimum Wage
Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the "Hours and Days of Work" and "Minimum Wages" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The "Minimum Wages" sections of the applicable IWC Wage Order provide that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise." The foregoing California wage laws require payment of "not less than the applicable minimum wage *for all hours worked* in the payroll period" and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.3d 314, 324.

Defendants failed to pay Plaintiff and the aggrieved employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Specifically, Plaintiff and the aggrieved employees were regularly required to work through their unpaid meal periods. As discussed in further detail in the "Unpaid Meal Period Premium Wages" section below, Plaintiff and the aggrieved employees were required to clock out each day to make it appear as if they took a compliant meal period, when in reality they had a shorter/interrupted meal period or no meal period at all. Each time Plaintiff and the aggrieved employees worked through their unpaid meal periods, this resulted in unpaid off-the-clock work.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Overtime
Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the "Hours and Days of Work" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 510 requires "[a]ny 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;" and "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;" and "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." Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the "Hours and Days of Work" sections.

Defendants failed to pay Plaintiff and the aggrieved employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages.

As previously stated, Defendants implemented an unlawful policy and practice of requiring Plaintiff and other aggrieved employees to clock out and back in for meal periods in order to create the appearance of compliant, uninterrupted 30-minute meal breaks. In reality, these meal periods were often shortened, interrupted, or missed entirely. Despite performing work during these periods, Plaintiff and similarly situated employees were not compensated for all hours worked. On days when Plaintiff and other aggrieved employees worked more than eight hours, this practice resulted in unpaid overtime in violation of applicable wage and hour laws.

Second, Defendants failed to properly calculate and pay overtime and double time compensation at the "regular rate of pay," as required by California law. Specifically, Defendants paid Plaintiff and other aggrieved employees various forms of non-discretionary remuneration—such as bonuses and commissions based on customer sales—but failed to include these amounts in the calculation of the regular rate during pay periods in which overtime hours were worked.

Instead, Defendants unlawfully calculated overtime at 1.5 times the employees' base hourly rate, rather than 1.5 times the regular rate of pay inclusive of all non-discretionary compensation, in violation of Labor Code section 510(a) and applicable IWC Wage Orders. Similarly, Defendants paid double time at twice the base hourly rate, rather than twice the regular rate of pay as required.

For each overtime and double time hour worked during the relevant pay periods, Plaintiff and the aggrieved employees should have been compensated at a rate no less than one and one-half (1.5x) or two times (2x) their regular rate of pay, respectively. Defendants' failure to do so resulted in systematic underpayment of earned wages.
An illustrative example is provided below:

Company Code	Loc/Dept	Number	Page
L57 MBF 27367839	01/BASE	2251539	1 of 1

Vantage - Little Italy
2308 Kettner Blvd
San Diego, CA 92101

Earnings Statement

Period Starting: 06/23/2025
Period Ending: 07/06/2025
Pay Date: 07/11/2025

Taxable Filing Status: Single
Exemptions/Allowances:
Federal: Std W/H Table
State: 0
Local: 0
Social Security Number: XXX-XX-8789

Tax Override:
Federal: 0.00 Addnl
State:
Local:

Sophia Rollins
[redacted]

Earnings	rate	hours/units	this period	year to date
Regular	21.0000	38.30	804.30	2512.02
Overtime	31.5000	0.50	15.75	18.27
Bonus		0.00	25.00	50.00
Gross Pay			$845.05	$2,580.29

Statutory Deductions	this period	year to date
Federal Income	-26.81	84.95
Social Security	-52.40	159.98
Medicare	-12.25	37.41
California State Income	-9.35	29.05
California State DI	-10.14	30.96
Net Pay	$734.10	

Other Benefits and Information	this period	year to date
Sick		
- Carry Over		0.00
- Accrued Hours	0.00	40.00
- Taken Hours	0.00	0.00
- Balance		40.00
Happy Birthday!		
- Carry Over		0.00
- Accrued Hours	0.00	8.00
- Taken Hours	0.00	0.00
- Balance		8.00
Total Hours Worked	38.80	120.20

Deposits

account number	transit/ABA	amount
XXXXXX1158	XXXXXXXXX	734.10

Vantage Anesthesia
Consultants Inc
2308 Kettner Blvd
San Diego, CA 92101-1283

Important Notes
Basis of pay: Hourly

Plaintiff's wage statement dated July 11, 2025 for pay period starting June 23, 2025 to July 6, 2025 showing pay for overtime at a rate of $31.50.

Here Plaintiff worked approximately 0.5 hours of overtime in the same pay period that she earned a bonus payment of $25.00. However, Defendants failed to factor in this additional renumeration into Plaintiff's overtime rates, instead paying deficient rates of 1.5x Plaintiff's base rate of $21.00. Defendants failed to pay Plaintiff and the aggrieved employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

<u>Unpaid Paid Sick Leave</u>
Violation of Labor Code §§ 246 through 248.7

Defendants violated Labor Code sections 246 through 248.7 with respect to the aggrieved employees.

<u>Labor Code section 246</u> requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of <u>Labor Code sections 246, 246.5, 247</u>, and must further ensure that they maintain the paid sick leave records required by <u>Labor Code section 247.5</u>. Employers have the option of providing 40 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in <u>Labor Code section 246(b)(1)</u>. Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in <u>Labor Code section 246(l)</u>: (1) "the same manner as the regular rate of pay for the workweek;" (2) "by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days;" or (3) "for exempt employee … in the same manner as the employer calculates wages for other forms of paid leave time." <u>Labor Code sections 248.6</u> and <u>248.7</u> similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under <u>Labor Code section 246(i)</u>, employers must provide employees "with written notice of the amount of paid sick leave available … for use on either the employee's itemized wage statement … or in a separate writing provided on the designated pay date with the employee's payment of wages."

Defendants failed to comply with California's paid sick leave laws with respect to the aggrieved employees. Specifically, because of the off-the-clock work described in detail above, Defendants failed to account for all hours Plaintiff and the aggrieved employees worked when calculating paid sick leave accrued.

Additionally, Defendants failed to incorporate all additional forms of remuneration in the regular rate of pay for purposes of calculating paid sick leave. Specifically, Plaintiff and the aggrieved employees earned non-discretionary bonuses for product sales. However, Defendants failed to incorporate these bonuses in the regular rate of pay for purposes of calculating paid sick leave, resulting in unpaid sick leave.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Meal Period Premium Wages
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459.

Plaintiff and other aggrieved employees frequently experienced missed, shortened, delayed, and interrupted meal periods due to the high demands of their job duties and chronic understaffing. For example, Plaintiff was often required to clock out for her meal break while still actively performing duties, such as waiting for another employee to arrive and relieve her. On several occasions, Plaintiff was unable to take a meal break at all in order to manage critical patient-related responsibilities—tasks that could not be postponed due to insufficient staffing.

On information and belief, Defendants subjected other aggrieved employees to similar working conditions. Plaintiff and her coworkers were routinely required to work during their unpaid meal periods to complete urgent tasks—tasks which would not have been as time-sensitive had Defendants adequately staffed their facilities. These practices deprived employees of uninterrupted, duty-free meal periods as required by California law and resulted in uncompensated off-the-clock work.

Accordingly, Defendants' failure to provide lawful meal periods and compensate for missed or interrupted breaks constitutes a violation of Labor Code sections 226.7 and 512. As a result, Plaintiff seeks to recover civil penalties, both as an individual and on behalf of the State of California and other aggrieved employees, up to the maximum amount permitted under the Labor Code and the Private Attorneys General Act ("PAGA").

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the aggrieved employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major faction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

Defendants failed to provide Plaintiff and other aggrieved employees with legally mandated rest breaks. In particular, Defendants did not adequately communicate the employees' right to take rest breaks, nor did they implement or facilitate a system that allowed for employees to actually take them. As a result, Plaintiff and other aggrieved employees were often unable to take uninterrupted 10-minute rest periods during shifts exceeding four hours, as required by California law. This failure was systemic and not the result of isolated incidents, and it deprived employees of meaningful rest and recovery time during their workdays.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of "all wages" for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid "not more than seven calendar days following the close of the payroll period." Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides "every person who fails to pay the wages of an employee as provided in Section … 204 … shall be subject to a civil penalty" of $100 for an initial violation and $200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premium compensation at the lawful rate during the pay period in which such wages were earned, they violated California Labor Code section 204—and section 204b, as applicable to employees paid on a weekly basis. Specifically, Defendants failed to pay all earned wages, including premiums, overtime, regular wages, sick leave, and other forms of compensation, on the regularly scheduled paydays and within seven calendar days of the close of the applicable payroll period, as required by law. These violations stem from the unlawful policies and practices described herein, and resulted in the systematic underpayment and late payment of wages to Plaintiff and other aggrieved employees.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide Plaintiff and other aggrieved employees with accurate, itemized wage statements as required by Labor Code section 226. These violations stem directly from the unlawful policies and practices described herein.
Specifically, Defendants violated Labor Code sections 226(a)(1) and (a)(5) by failing to accurately report the "gross wages earned" and "net wages earned." Because employees were not paid all earned wages and premium compensation, including overtime and meal/rest period premiums, the amounts reflected on wage statements were artificially reduced and inaccurate.

Additionally, Defendants violated Labor Code section 226(a)(9) by failing to list the correct "hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate." Due to Defendants' failure to pay all wages and premiums owed, the wage statements did not accurately reflect the applicable rates or the total hours worked at each rate. Instead, the amounts reported were underpaid and misleading.

Defendants further violated Labor Code section 226(a)(2) by failing to accurately report the "total hours worked," as the wage statements omitted uncompensated time worked off the clock—time that was the result of Defendants' unlawful policies and practices requiring Plaintiff and other aggrieved employees to perform work without pay.

As a result of these violations, Plaintiff and other aggrieved employees were unable to promptly and easily determine, from the face of the wage statements alone, the total wages earned, hours worked, applicable rates, or how those amounts were calculated—thereby defeating the purpose of Labor Code section 226. These inaccuracies created confusion among employees and concealed Defendants' failure to pay all wages owed, further exacerbating the harm caused.

Accordingly, Plaintiff seeks to recover civil penalties as an aggrieved employee under the Private Attorneys General Act (PAGA), both individually and on behalf of the State of California and other aggrieved employees, up to the maximum amount permitted by law.

Unreimbursed Employee Expenses
Violation of Labor Code §§ 2802, 2804

Defendants violated Labor Code section 2802 with respect to the aggrieved employees by failing to reimburse the aggrieved employees for all necessary expenditures or losses incurred as part of their job duties.

Labor Code section 2802 requires an employer to "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." *See, e.g., Espinoza v. West Coast Tomato Growers, LLC*, 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

Labor Code section 2804 affirms that "[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

Defendants required Plaintiff and other aggrieved employees to incur work-related expenses without providing full reimbursement, in violation of Labor Code section 2802. As a direct consequence of performing their job duties, Plaintiff and the aggrieved employees necessarily and unavoidably incurred various losses, costs, and expenditures. These unreimbursed expenses arose from Defendants' uniform policies and practices, which failed to ensure that employees were properly indemnified for costs incurred in the discharge of their job responsibilities.

For example, Defendants required employees to use their personal cell phones to clock in and out of work, a function essential to their timekeeping system. Despite requiring this use of personal devices for work-related purposes, Defendants failed to reimburse employees for any portion of their cell phone expenses. As a result, Plaintiff and other aggrieved employees were forced to bear expenses that, by law, should have been reimbursed by their employer.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate "payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Provide Safe and Healthful Place of Employment
Violation of 29 CFR 1910.1030

Defendants violated the Occupational Safety and Health Administration's ("OSHA") Bloodborne Pathogens Standard, codified at 29 CFR § 1910.1030, by failing to provide Plaintiff and other aggrieved employees with a safe and healthful workplace, as required under federal law. Under this standard, employers must implement strict protocols for the handling and disposal of contaminated sharps, including needles, to prevent occupational exposure to bloodborne pathogens.

Specifically, the regulation mandates that used needles and other contaminated sharps must be placed into appropriate, puncture-resistant sharps disposal containers *immediately or as soon as feasible* after use. These containers must be readily accessible, located as close as possible to the area of use, closable, and maintained in a manner that prevents overfilling. Furthermore, in the event of potential exposure to bloodborne pathogens, such as HIV or hepatitis, employers are required to provide timely post-exposure evaluation and follow-up—ideally within 1 to 2 hours following the exposure incident.

Defendants failed to adhere to these minimum safety requirements. On July 7, 2025, Plaintiff was punctured on her right hip by a used needle that had been improperly discarded in a regular trash receptacle, rather than in a designated sharps container. Plaintiff immediately reported the incident to her manager and requested that the Bloodborne Pathogen Exposure protocol be initiated. However, management instructed Plaintiff to wait 24 hours before seeking treatment. As a result of this delay and continued deflection by management, Plaintiff did not receive medical evaluation or post-exposure follow-up until approximately 48 hours after the incident—well outside the time frame recommended under OSHA guidance.

In failing to implement and enforce lawful and safe disposal practices for contaminated sharps, and by delaying necessary post-exposure care, Defendants neglected their duty to furnish and use safety devices, safeguards, and proper procedures reasonably adequate to render the workplace safe and healthful for employees, in violation of OSHA standards and applicable state safety laws.

As a result of these violations, Plaintiff is entitled to seek civil penalties up to the maximum amount permitted under OSHA regulations, and on behalf of herself and other aggrieved employees, she reserves the right to pursue all remedies available under state and federal law.

Attorneys' Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE –

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

Dorota James

Dorota A. James