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October 13, 2025

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION 2699.3

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

SIGNIFY HEALTH, INC. Attn.: Legal Department 4055 Valley View Lane, Ste. 700 Dallas, TX 75244 **Certified No.: 958907105270256775 1903**	**SIGNIFY HEALTH, LLC** Registered Agent for Process Service c/o C T Corporation System 330 N. Brand Blvd, Suite #700 Glendale, CA 91203 **Certified No.: 9589071052702567751910**
SIGNIFY HEALTH, LLC Attn.: Legal Department One CVS Drive Woonsocket, RI 02895 **Certified No.: 9589071052702567751927**	**SIGNIFY HEALTH ACO LLC** Registered Agent for Process Service c/o C T Corporation System 330 N. Brand Blvd, Suite #700 Glendale, CA 91203 **Certified No.: 9589071052702567751934**
SIGNIFY HEALTH ACO LLC Attn.: Legal Department One CVS Drive Woonsocket, RI 02895 **Certified No.: 9589071052702567751941**	**SIGNIFY HEALTH MEDICAL ASSOCIATES OF CALIFORNIA, P.C.** Registered Agent for Process Service c/o C T Corporation System 330 N. Brand Blvd, Suite #700 Glendale, CA 91203 **Certified No.: 9589071052702567751958**
SIGNIFY HEALTH MEDICAL ASSOCIATES OF CALIFORNIA, P.C. Attn.: Legal Department 4055 Valley View Ln., Ste. 700 Dallas, TX 75244 **Certified No.: 9589071052702567751965**	**AYA LOCUMS, LLC** Registered Agent for Process Service c/o CSC - Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N Sacramento, CA 95833 **Certified No.: 9589071052702567751972**

AYA LOCUMS, LLC Attn.: Legal Department 5930 Cornerstone Court West, Suite 300 San Diego, CA 92121 **Certified No.: 95890710527025677519 89**	**AYA HEALTHCARE, INC.** Registered Agent for Process Service c/o CSC - Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N Sacramento, CA 95833 **Certified No.: 95890710527025677519 96**
AYA HEALTHCARE, INC. Attn.: Legal Department 5930 Cornerstone Court West, Suite 300 San Diego, CA 92121 **Certified No.: 95890710527025677520 09**	

From: NILOUFAR GABBAY, on behalf of herself and all other current and former aggrieved California-based hourly non-exempt employees of SIGNIFY HEALTH, INC.; SIGNIFY HEALTH, LLC; SIGNIFY HEALTH ACO LLC; SIGNIFY HEALTH MEDICAL ASSOCIATES OF CALIFORNIA, P.C.; AYA LOCUMS, LLC; AYA HEALTHCARE, INC.

c/o Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
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Our firm has been retained by aggrieved employee NILOUFAR GABBAY concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq*. ("PAGA") against her employers, SIGNIFY HEALTH, INC.; SIGNIFY HEALTH, LLC; SIGNIFY HEALTH ACO LLC; SIGNIFY HEALTH MEDICAL ASSOCIATES OF CALIFORNIA, P.C.; AYA LOCUMS, LLC; AYA HEALTHCARE, INC.

We are filing this written notice with the Labor and Workforce Development Agency ("LWDA") pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and 2698, *et seq*. The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client's allegations of violations of the Labor Code by her Employer. In addition to submitting this letter and the $75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee NILOUFAR GABBAY ("Plaintiff" or "Employee") was employed by SIGNIFY HEALTH, INC.; SIGNIFY HEALTH, LLC; SIGNIFY HEALTH ACO LLC; SIGNIFY HEALTH MEDICAL ASSOCIATES OF CALIFORNIA, P.C.; AYA LOCUMS, LLC; AYA HEALTHCARE, INC. ("Defendants" or "Employers") as an hourly non-exempt employee from in or around August 1, 2025, until on or about currently. Plaintiff believes Defendant(s) employed more than one hundred (100) employees in total during the period covered by this notice, and Labor Code section 2999.3(c)(2) does not apply.

1. *Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked in Violation of Labor Code Sections 1194 and 1197*

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." Labor Code section 1194 states, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer's policies, practices, and/or procedures including, but not limited to:

- Sometimes requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to participate in trainings, involving sexual harassment, systems, policies, procedures for the company, without being paid for this time.

Employee and other Aggrieved Employees personally suffered these violations. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer's failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

2. *Failure to Pay Overtime Wages for Overtime Hours Work and/or Failure to Pay Overtime wages at the Proper Overtime Rate of Pay in Violation of Labor Code Section 510 and 1194*

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

> "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Further, Labor Code section 1198 provides,

> The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 1194 provides, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employer's policies, practices, and/or procedures including, but not limited to:

- Sometimes requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to participate in trainings, involving sexual harassment, systems, policies, procedures for the company, without being paid for this time.

Employee and other Aggrieved Employees personally suffered these violations. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers' failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employer's foregoing policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 2699(f)(2) and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay overtime wages at the lawful overtime rate for all overtime hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such overtime wages for all overtime hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates

in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

3. *Failure to Authorize or Permit Meal Periods and/or Failure to Pay Meal Period Premiums in Violation of Labor Code Sections 512 and 226.7*

Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§226.7, 512; Wage Order 4, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §226.7; Wage Order 4, §11.

Employee alleges that Employer failed to authorize or permit her and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Sometimes failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked.

Employee and other Aggrieved Employees personally suffered these violations. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 558 and/or Labor Code section 2699(f)(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay meal period premiums and/or pay meal period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

4. *Failure to Authorize or Permit Rest Periods and/or Failure to Pay Rest Period Premiums in Violation of Labor Code Section 226.7*

Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof...." Wage Order 4, § 12. "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement "obligates employers to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 4 at § 12.

Employee alleges that Employer failed to authorize or permit her and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Sometimes failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof.

Employee and other Aggrieved Employees personally suffered these violations. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2), on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay rest period premiums and/or pay rest period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

5. *Failure to Indemnify Employees for Employment-Related Expenditures in Violation of Labor Code Section 2802*

Employees allege that during their employment, Employers failed to indemnify them and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties. Labor Code section 2802(a) states, "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer…"

Employees allege that during their employment, Employers failed to indemnify them and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties due to Employers' policies, practices, and/or procedures including, but not limited to, the following:

- requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to use or purchase their own tools and/or resources in order to work for Employers, including but not limited to home internet usage for work-related purposes - without reimbursing Employee and other current and former aggrieved California-based hourly non-exempt employees for such use.

Employee and other Aggrieved Employees personally suffered these violations. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employers' aforementioned policies, practices, and/or procedures resulted in Employees and other current and former aggrieved California-based employees not receiving indemnification for employment-related expenditures, in violation of Labor Code 2802.

Based on this violation, Employees will seek both restitution for themselves and other current and former aggrieved California-based employees for Employers' violations of Labor Code section 2802 and will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California.

6. *Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204*

Employee alleges that during her employment, Employer failed to timely pay Employee's and other current and former aggrieved California-based hourly non-exempt employees' earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay her and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204. Employer's aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

7. *Secret Payment of Wages Lower Than Designated by Statute, in Violation of Labor Code Section 223*

Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by failing to pay wages no less than the applicable legal minimum and overtime wages, and also meal and rest break premiums, as established by Labor Code sections 226.7, 510, 1194, 1197 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code section 1198, the Employer secretly paid a lower wage than designated by statute while purporting to pay the wages designated by statute, in violation of Labor Code section 223. The Employee with therefore pursue the civil penalties established by Labor Code section 225.5 for all such violations of Labor Code section 223, on behalf of the LWDA and against Employer if authorized to file a representative action on behalf of the State of California. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8. *Failure to Establish, Implement, and Maintain a Workplace Violence and Injury Prevention Program in Compliance with Labor Code Sections 6401.7 and 6401.9.*

California Labor Code Section 6401.7 requires every employer to establish, implement, and maintain an effective injury prevention program. California Labor Code Section 6401.9 requires California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train employees on workplace violence, log safety incidents, and conduct periodic inspections to evaluate workplace violence hazards.

Employee alleges that Employer did not comply with Employer's responsibilities and duties under Labor Code sections 6401.7 and 6401.9. Employee is informed and believes and thereon alleges that Employer (1) failed to establish, implement, and maintain an effective injury prevention program; (2) failed to adopt a compliant Workplace Violence Prevention Plan; (3); failed to train Employee and other aggrieved California-based hourly non-exempt employees in workplace violence and injury prevention; (4) failed to log safety incidents; and (5) failed to conduct compliant periodic inspections. Plaintiff believes these failures were willful and intentional. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, et seq., under Labor Code sections 6401.9(g), 6317(d), and 2699(f) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

9. *Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code 226*

Labor Code section 226(a) states that "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...."

Employee alleges that as a derivative of Employee's claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer's control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), as such failures rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9). Plaintiff believes these failures were willful and intentional. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.,* under Labor Code section 226.3 and/or Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

10. *Failure to Timely Pay all Earned Wages and Final Wages due at Time of Separation of Employment in Violation of Labor Code Sections 201, 202, 203*

Labor Code section 201(a) states that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code section 202(a) continues, "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter...." Finally, Labor Code section 203(a) provides, "[i]f an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days...."

As a result of the aforementioned violations of the Labor Code, Employee alleges that she was not paid her final wages in a timely manner as required by Labor Code section 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee's separation of employment. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203. Plaintiff believes these failures were willful and intentional. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.,* under Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

CONCLUSION

Our client intends to file a representative action pursuant to PAGA concerning her wage claims as warranted by Employer's violations of Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197, 2802, 6401.7, 6401.9 and sections 3, 4, 11 and 12 of the applicable IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer's violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,
LAVI & EBRAHIMIAN, LLP

Jovahn Wiggins, Esq.

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Niloufar Gabbay vs. Signify Health, Inc., et.al.

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agen
☐ Addr

B. Received by *(Printed Name)* | C. Date of De

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- Mail Restricted Delivery 00)
- ☐ Priority Mail Expres
- ☐ Registered Mail™
- ☐ Registered Mail Re Delivery
- ☒ Signature Confirma
- ☐ Signature Confirma Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Re

9589 0710 5270 2567 7519 03

SIGNIFY HEALTH, INC.
Attn.: Legal Department
4055 Valley View Lane, Ste. 700
Dallas, TX 75244

LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

9589 0710 5270 2567 7519 10

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Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage

Postmark Here

SIGNIFY HEALTH, LLC
Registered Agent for Process Service
c/o C T Corporation System
330 N. Brand Blvd, Suite #700
Glendale, CA 91203

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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First-Class Mail
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USPS
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United States Postal Service

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LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

JLIVGIVKIVWIda: PAGA Letter
Mlovtar Grabbay vs. Signify Health, Inc., et al.

LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

9589 0710 5270 2567 7519 10

SIGNIFY HEALTH, LLC
Registered Agent for Process Service
c/o C T Corporation System
330 N. Brand Blvd, Suite #700
Glendale, CA 91203

US POSTAGE PITNEY BOWES
ZIP 90211 $ 012.42⁰
02 7H 0006127620 OCT 13 2025

FIRST-CLASS

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SIGNIFY HEALTH, LLC
Registered Agent for Process Service
c/o C T Corporation System
330 N. Brand Blvd, Suite #700
Glendale, CA 91203

2. Article Number *(Transfer from service label)*
9589 0710 5270 2567 7519 10

COMPLETE THIS SECTION ON DELIVERY

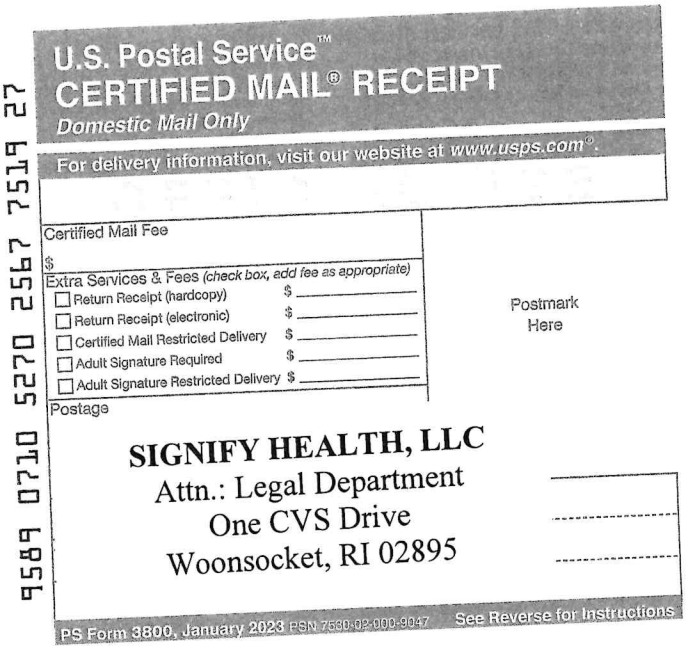
A. Signature
X ☐ Ag ☐ Ad

B. Received by *(Printed Name)* C. Date of

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery
00)
☐ Priority Mail Exp
☐ Registered Mail
☐ Registered Mail Delivery
☒ Signature Confir
☐ Signature Confir Restricted Delive

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return



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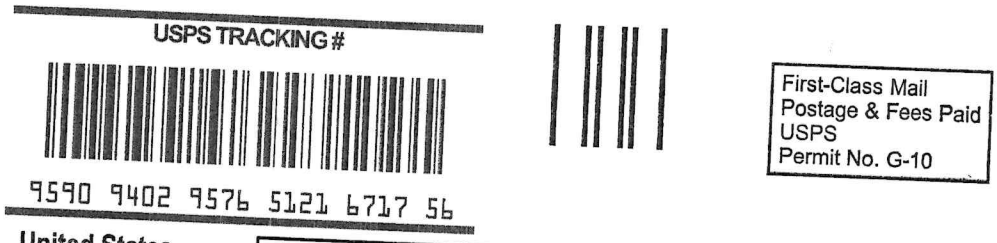
Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage

Postmark Here

SIGNIFY HEALTH, LLC
Attn.: Legal Department
One CVS Drive
Woonsocket, RI 02895

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



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9590 9402 9576 5121 6717 56

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USPS
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Postal Service

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LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

OLIVGIJK/DW/da:PAGA Letter
Winter Gabbay vs. Signify Health, Inc., et.al.

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02 7H
0006127620 OCT 13 2025

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8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SIGNIFY HEALTH, LLC
Attn.: Legal Department
One CVS Drive
Woonsocket, RI 02895

2. Article Number *(Transfer from service label)*
9589 0710 5270 2567 7519 27

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

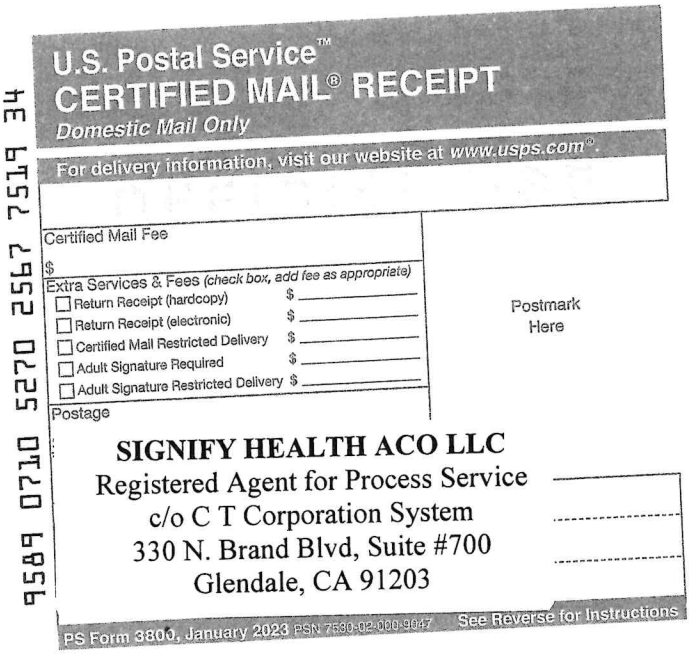
B. Received by *(Printed Name)* | C. Date

D. Is delivery address different from item 1? If YES, enter delivery address below:

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail E
- ☐ Registered Ma
- ☐ Registered Ma Delivery
- ☒ Signature Con
- ☐ Signature Con Restricted Del

Domestic Return

SIGNIFY HEALTH, LLC
Attn.: Legal Department
One CVS Drive
Woonsocket, RI 02895



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9589 0710 5270 2567 7519 34

Certified Mail Fee
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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
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Registered Agent for Process Service
c/o C T Corporation System
330 N. Brand Blvd, Suite #700
Glendale, CA 91203

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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JLIUGIJKIJwlda: PAGA letter
Niloufar Gabbay vs. Signify Health, Inc., et al.

US POSTAGE IMI PITNEY BOWES
ZIP 90211
02 7H
0006127620
$ 012.42⁰
OCT 13 2025
FIRST-CLASS

SENDER: *COMPLETE THIS SECTION*

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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

SIGNIFY HEALTH ACO LLC
Registered Agent for Process Service
c/o C T Corporation System
330 N. Brand Blvd, Suite #700
Glendale, CA 91203

2. Article Number *(Transfer from service label)*

9589 0710 5270 2567 7519 34

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ A ☐ A

B. Received by *(Printed Name)* | C. Date o

D. Is delivery address different from item 1? ☐ Y
If YES, enter delivery address below: ☐ N

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
Mail Restricted Delivery
00)
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☐ Registered Ma
☐ Registered Ma Delivery
☒ Signature Con
☐ Signature Con Restricted Del

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return

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SIGNIFY HEALTH ACO LLC
Registered Agent for Process Service
c/o C T Corporation System
330 N. Brand Blvd, Suite #700
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Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

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SIGNIFY HEALTH ACO LLC
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One CVS Drive
Woonsocket, RI 02895

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Beverly Hills, CA 90211

OLIVGIKIDWIda: PAGA Letter
NIIOVfar Gabbay vs. Signify Health, Inc., et al.

US POSTAGE PITNEY BOWES $012.42⁰
ZIP 90211 02 7H 0006127620 OCT 13 2025

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SIGNIFY HEALTH ACO LLC
Attn.: Legal Department
One CVS Drive
Woonsocket, RI 02895

2. Article Number *(Transfer from service label)*
9589 0710 5270 2567 7519 41

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

9589 0710 5270 2567 7519 41

SIGNIFY HEALTH ACO LLC
Attn.: Legal Department
One CVS Drive
Woonsocket, RI 02895

AVI & EBRAHIMIAN, LLP
9 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

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- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

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SIGNIFY HEALTH MEDICAL ASSOCIATES OF CALIFORNIA, P.C.
Registered Agent for Process Service
c/o C T Corporation System
330 N. Brand Blvd, Suite #700
Glendale, CA 91203

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8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

JL/VG/J&L/Wida: PAGA Letter
Nilofar Gappay vs. Signify Health, Inc., etal.

LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

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02 7H
0006127620

$ 012.42⁰

OCT 13 2025

SIGNIFY HEALTH MEDICAL

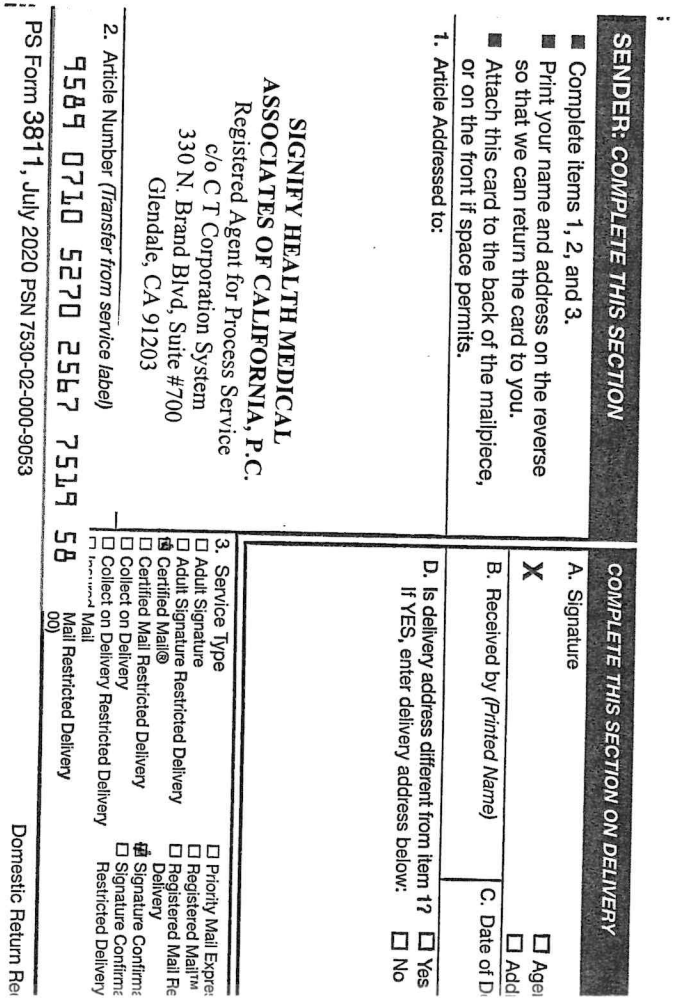
ASSOCIATES OF CALIFORNIA, P.C.

Registered Agent for Process Service

c/o C T Corporation System

330 N. Brand Blvd, Suite #700

Glendale, CA 91203



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Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

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SIGNIFY HEALTH MEDICAL ASSOCIATES OF CALIFORNIA, P.C.
Attn.: Legal Department
4055 Valley View Ln., Ste. 700
Dallas, TX 75244

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8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

JLIVGIJKIJWIda; PAGA Letter
Nilou Tar Gabbay v. Signify Health, Inc., et al.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SIGNIFY HEALTH MEDICAL ASSOCIATES OF CALIFORNIA, P.C.
Attn.: Legal Department
4055 Valley View Ln., Ste. 700
Dallas, TX 75244

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by *(Printed Name)* | C. Date

D. Is delivery address different from item 1? ☐
If YES, enter delivery address below: ☐

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail
- ☐ Registered M
- ☐ Registered M Delivery
- ☒ Signature Co
- ☐ Signature Co Restricted D

2. Article Number *(Transfer from service label)*
9589 0710 5270 2567 7519 65

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SIGNIFY HEALTH MEDICAL
ASSOCIATES OF CALIFORNIA, P.C.
Attn.: Legal Department
4055 Valley View Ln., Ste. 700
Dallas, TX 75244

AVI & EBRAHIMIAN, LLP
9 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

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Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

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AYA LOCUMS, LLC
Registered Agent for Process Service
c/o CSC - Lawyers Incorporating Service,
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

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LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

JLIVG IJKIJWIda : PAGA Letter
Nilovtav Grabbayus-Signify Health, Inc., et al.

LAVI & EBRAHIMIAN, LLP
889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

9589 0710 5270 2567 7519 72

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ZIP 90211 $ 012.42⁰
02 7H
0006127620 OCT 13 2025

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

AYA LOCUMS, LLC
Registered Agent for Process Service
c/o CSC - Lawyers Incorporating Service,
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

2. Article Number *(Transfer from service label)*
9589 0710 5270 2567 7519 72

COMPLETE THIS SECTION ON DELIVE

A. Signature
X

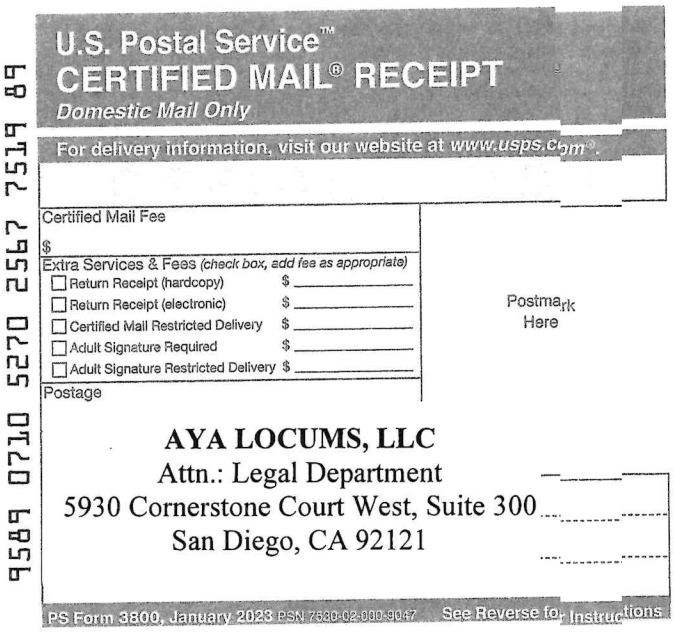
B. Received by *(Printed Name)* C.

D. Is delivery address different from item 1
If YES, enter delivery address below:

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery)0)
- ☐ Priori
- ☐ Regis
- ☐ Regis Deliv
- ☒ Signa
- ☐ Signa Restr

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domesti

AYA LOCUMS, LLC
Registered Agent for Process Service
c/o CSC - Lawyers Incorporating Service,
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833



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Certified Mail Fee
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Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

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AYA LOCUMS, LLC
Attn.: Legal Department
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

Olivia Okuwada: PAGA Letter
Nilofar Gabbay vs. Signify Health, Inc., et. al.

EBRAHIMIAN, LLP
lympic Blvd., Suite 200
ly Hills, CA 90211

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ZIP 90211 $ 012.42⁰
02 7H
0006127620 OCT 13 2025

FIRST-CLASS

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1. Article Addressed to:

AYA LOCUMS, LLC
Attn.: Legal Department
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121

2. Article Number *(Transfer from service label)*
9589 0710 5270 2567 7519 89

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by *(Printed Name)* C. D

D. Is delivery address different from item 1?
If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
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Mail Restricted Delivery
00)

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☐ Registere Delivery
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☐ Signature Restricte

Domestic Re

AYA LOCUMS, LLC
Attn.: Legal Department
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121

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- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

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Registered Agent for Process Service
c/o CSC - Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

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LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

OLIVA NEJWIDA: PAGA LETTER
Nilou Far Gabbay vs. Signify Health, Inc.; et al.

VI & EBRAHIMIAN, LLP
W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

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OCT 13 2025

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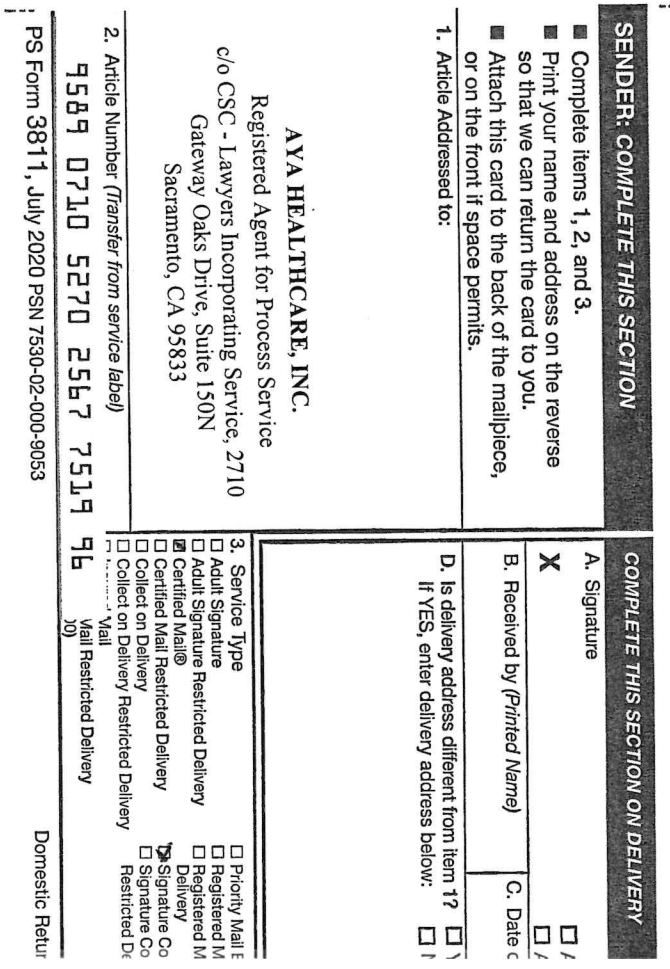

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