

Bevin Allen Pike (SBN 221936)
Bevin.Pike@capstonelawyers.com
Daniel S. Jonathan (SBN 262209)
Daniel.Jonathan@capstonelawyers.com
Trisha K. Monesi (SBN 303512)
Trisha.Monesi@capstonelawyers.com
Shealene P. Mancuso (SBN 331740)
Shealene.Mancuso@capstonelawyers.com
Jeffrey Jimenez (SBN 338228)
Jeff.Jimenez@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Marina Garcia

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

MARINA GARCIA, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the
State of California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

UNITED MEDICAL DOCTORS, a
California corporation; UNITED
MEDICAL DOCTORS RIVERSIDE
COUNTY PC, a California corporation;
UNITED MEDICAL DOCTORS SAN
DIEGO PC, a California corporation;
UNITED SAN DIEGO MINIMAL
INVASIVE COLON AND RECTAL
SURGERY MSO LLC, a California limited
liability company; UNITED SURGERY
CENTER CARLSBAD DOCS LLC, a
California limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: **CVRI 2507053**

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

1 Plaintiff Marina Garcia, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employee, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations of
9 any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order
11 were committed, as set forth in this complaint, at any time between one year prior to the filing
12 of the pre-filing written notice to the Labor and Workforce Development Agency (“LWDA”) in
13 this case on October 3, 2025, until judgment (“non-party Aggrieved Employees”). Plaintiff’s
14 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

15 2. This Court has jurisdiction over this action pursuant to the California
16 Constitution, Article VI, section 10. The statute under which this action is brought does not
17 specify any other basis for jurisdiction.

18 3. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
21 over them by the California courts consistent with traditional notions of fair play and substantial
22 justice. There is no basis for federal diversity jurisdiction in this action given that the State of
23 California, as the real party in interest in this action, is not a “citizen” for purposes of satisfying
24 diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013).
25 *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy
26 requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot
27 be established when Plaintiff’s share of the civil penalties attributable to violations personally
28 suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court, because Defendants filed Statement of Information forms with the California Secretary of State designating a principal place of business in Murrieta, County of Riverside, in accordance with California Corporations Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because Defendants employ persons in this county, and employed Plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004”, authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Marina Garcia is a resident of Hemet, in Riverside County, California. Defendants employed Plaintiff as a non-exempt, hourly paid employee from approximately May 2023 to June 2025. Plaintiff worked for Defendants as a Medical Assistant at their urgent care facility in Murrieta. During her employment, Plaintiff typically worked ten (10) to twelve (12) or more hours per day and three (3) or more days per week. Plaintiff's primary job duties included, without limitation, checking patients in and out, verifying insurance, ensuring medical forms were printed and up to date, taking phone calls, taking care of patients, running various tests such as COVID-19 and flu tests, assisting with lab preparation, and administering shots.

7. UNITED MEDICAL DOCTORS was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. UNITED MEDICAL DOCTORS RIVERSIDE COUNTY PC was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

9. UNITED MEDICAL DOCTORS SAN DIEGO PC was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

1 10. UNITED SAN DIEGO MINIMAL INVASIVE COLON AND RECTAL
2 SURGERY MSO LLC was and is, upon information and belief, a California limited liability
3 company, and at all times hereinafter mentioned, an employer whose employees are engaged
4 throughout this county and the State of California.

5 11. UNITED SURGERY CENTER CARLSBAD DOCS LLC was and is, upon
6 information and belief, a California limited liability company, and at all times hereinafter
7 mentioned, an employer whose employees are engaged throughout this county and the State of
8 California.

9 12. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
10 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
11 complaint and serve such fictitiously named Defendants once their names and capacities
12 become known.

13 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
14 were the partners, agents, owners, or managers of UNITED MEDICAL DOCTORS; UNITED
15 MEDICAL DOCTORS RIVERSIDE COUNTY PC; UNITED MEDICAL DOCTORS SAN
16 DIEGO PC; UNITED SAN DIEGO MINIMAL INVASIVE COLON AND RECTAL
17 SURGERY MSO LLC; and UNITED SURGERY CENTER CARLSBAD DOCS LLC at all
18 relevant times.

19 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the
20 acts and omissions alleged herein was performed by, or is attributable to UNITED MEDICAL
21 DOCTORS; UNITED MEDICAL DOCTORS RIVERSIDE COUNTY PC; UNITED
22 MEDICAL DOCTORS SAN DIEGO PC; UNITED SAN DIEGO MINIMAL INVASIVE
23 COLON AND RECTAL SURGERY MSO LLC; UNITED SURGERY CENTER CARLSBAD
24 DOCS LLC; and/or DOES 1 through 10 (collectively, “Defendants” or “UNITED MEDICAL
25 DOCTORS”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working
26 in concert with, each of the other co-Defendants and was acting within the course and scope of
27 such agency, employment, joint venture, or concerted activity with legal authority to act on the
28 others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the

1 official policy of Defendants.

2 15. At all relevant times, Defendants, and each of them, ratified each and every act
3 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
4 and abetted the acts and omissions of each and all the other Defendants in proximately causing
5 the damages herein alleged.

6 16. Plaintiff is informed and believes, and thereon alleges, that each of said
7 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
8 omissions, occurrences, and transactions alleged herein.

9 17. Under California law, Defendants are jointly and severally liable as employers
10 for the violations alleged herein because they have each exercised sufficient control over the
11 wages, hours, working conditions, and employment status of Plaintiff and other non-party
12 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
13 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
14 of employment, determined their rate of pay, and maintained their employment records.
15 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
16 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a common-
17 law employment relationship. As joint employers of Plaintiff and other non-party Aggrieved
18 Employees, Defendants are jointly and severally liable for the civil penalties and all other relief
19 available to Plaintiff and other non-party Aggrieved Employees under the law.

20 18. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
21 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
22 non-party Aggrieved Employees because Defendants have:

- 23 (a) jointly exercised meaningful control over the work performed by Plaintiff
24 and other non-party Aggrieved Employees;
- 25 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
26 Aggrieved Employees’ wages, hours, and working conditions, including
27 the quantity, quality standards, speed, scheduling, and operative details
28 of the tasks performed by Plaintiff and other non-party Aggrieved

Employees;

- (c) jointly required that Plaintiff and other non-party Aggrieved Employees perform work which is an integral part of Defendants' businesses; and
- (d) jointly exercised control over Plaintiff and other non-party Aggrieved Employees as a matter of economic reality in that Plaintiff and other non-party Aggrieved Employees were dependent on Defendants, who shared the power to set the wages of Plaintiff and other non-party Aggrieved Employees and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

19. Plaintiff is informed and believes, and thereon alleges, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

20. UNITED MEDICAL DOCTORS; UNITED MEDICAL DOCTORS RIVERSIDE COUNTY PC; UNITED MEDICAL DOCTORS SAN DIEGO PC; UNITED SAN DIEGO MINIMAL INVASIVE COLON AND RECTAL SURGERY MSO LLC; UNITED SURGERY CENTER CARLSBAD DOCS LLC; and DOES 1 through 10 are therefore alter egos of each other.

21. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name "UNITED MEDICAL DOCTORS."

22. Plaintiff further alleges, upon information and belief, that Defendants UNITED MEDICAL DOCTORS; UNITED MEDICAL DOCTORS RIVERSIDE COUNTY PC; UNITED MEDICAL DOCTORS SAN DIEGO PC; UNITED SAN DIEGO MINIMAL INVASIVE COLON AND RECTAL SURGERY MSO LLC; and UNITED SURGERY CENTER CARLSBAD DOCS LLC are alter egos of each other for the following reasons:

1 (a) On the California Secretary of State's website
2 (<https://bizfileonline.sos.ca.gov/>), UNITED MEDICAL DOCTORS;
3 UNITED MEDICAL DOCTORS RIVERSIDE COUNTY PC; UNITED
4 MEDICAL DOCTORS SAN DIEGO PC; UNITED SAN DIEGO
5 MINIMAL INVASIVE COLON AND RECTAL SURGERY MSO LLC;
6 and UNITED SURGERY CENTER CARLSBAD DOCS LLC share the
7 same principal address and mailing address of "28078 BAXTER ROAD,
8 STE 530, MURRIETA, CA 92563";

9 (b) According to their most recent "Statement of Information" forms filed
10 with the California Secretary of State, UNITED MEDICAL DOCTORS;
11 UNITED MEDICAL DOCTORS RIVERSIDE COUNTY PC; UNITED
12 MEDICAL DOCTORS SAN DIEGO PC; UNITED SAN DIEGO
13 MINIMAL INVASIVE COLON AND RECTAL SURGERY MSO LLC;
14 and UNITED SURGERY CENTER CARLSBAD DOCS LLC share the
15 same officers, directors, managers and/or members including, but not
16 limited to, John Hong, who serves as a Chief Executive Officer and Chief
17 Financial Officer for UNITED MEDICAL DOCTORS, UNITED
18 MEDICAL DOCTORS RIVERSIDE COUNTY PC, and UNITED
19 MEDICAL DOCTORS SAN DIEGO PC; and who serves as a Manager
20 or Member for UNITED SAN DIEGO MINIMAL INVASIVE COLON
21 AND RECTAL SURGERY MSO LLC and UNITED SURGERY
22 CENTER CARLSBAD DOCS LLC;

23 (c) On the California Secretary of State's website, UNITED MEDICAL
24 DOCTORS; UNITED MEDICAL DOCTORS RIVERSIDE COUNTY
25 PC; UNITED MEDICAL DOCTORS SAN DIEGO PC; UNITED SAN
26 DIEGO MINIMAL INVASIVE COLON AND RECTAL SURGERY
27 MSO LLC; and UNITED SURGERY CENTER CARLSBAD DOCS
28 LLC share the same agent for service of process, Krystal Farias;

(d) On information and belief, UNITED MEDICAL DOCTORS; UNITED MEDICAL DOCTORS RIVERSIDE COUNTY PC; UNITED MEDICAL DOCTORS SAN DIEGO PC; UNITED SAN DIEGO MINIMAL INVASIVE COLON AND RECTAL SURGERY MSO LLC; and UNITED SURGERY CENTER CARLSBAD DOCS LLC utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

23. Defendants own and operate approximately 82 medical care facilities in California including urgent care, surgical specialty, and ambulatory surgery facilities. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Murietta, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

24. In particular, Plaintiff and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire.

25. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Murrieta, California, which processes payroll for all non-exempt and hourly paid employees working for Defendants at their various locations in California, including Plaintiff and other non-party Aggrieved Employees. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt and hourly paid employees in California, irrespective of their work locations. Upon information

1 and belief, Defendants process payroll for departing employees in the same manner throughout
2 the State of California, regardless of the manner in which each employee's employment ends.

3 26. Defendants continue to employ non-exempt or hourly paid employees in
4 California.

5 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
6 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
7 advisors knowledgeable about California labor and wage law, employment and personnel
8 practices, and about the requirements of California law.

9 28. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
10 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
11 were not recorded.

12 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 meal periods in accordance with the California Labor Code and applicable IWC Wage Order or
15 payment of one (1) additional hour of pay at their regular rates of pay when they were not
16 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and other
17 non-party Aggrieved Employees were not provided with all meal periods or payment of one (1)
18 additional hour of pay at their regular rates of pay when they did not receive a timely,
19 uninterrupted, thirty (30) minute meal period.

20 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to rest
22 periods in accordance with the California Labor Code and applicable IWC Wage Order or
23 payment of one (1) additional hour of pay at their regular rates of pay when they were not
24 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
25 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
26 provided with payment of one (1) additional hour of pay at their regular rates of pay when they
27 were not authorized and permitted to take a compliant rest period.

28 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 receive certain wages for overtime compensation and that they were not receiving certain wages
3 for overtime compensation.

4 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 receive at least minimum wages for compensation and that they were not receiving at least
7 minimum wages for work that was required to be done off-the-clock. In violation of the
8 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
9 least minimum wages for work done off-the-clock.

10 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 receive complete and accurate wage statements in accordance with California law. In violation
13 of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not
14 provided complete and accurate wage statements.

15 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that they had a duty to maintain accurate and complete payroll records in
17 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
18 knowingly, and intentionally failed to do so.

19 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 timely payment of all wages earned upon termination of employment. In violation of the
22 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
23 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
24 and/or meal and rest period premiums, within permissible time periods.

25 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
27 timely payment of wages during their employment. In violation of the California Labor Code,
28 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,

1 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
2 premiums, within permissible time periods.

3 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 receive their full wages due without having to execute a release of claims. In violation of the
6 California Labor Code, Defendants required Plaintiff and other non-party Aggrieved Employees
7 to release their claims for unpaid wages as a condition to receiving their paychecks.

8 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 receive full reimbursement for all business-related expenses and costs they incurred during the
11 course and scope of their employment and that they did not receive full reimbursement of
12 applicable business-related expenses and costs incurred.

13 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants knew or should have known that Defendants had a duty to provide
15 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms of
16 their employment with Defendants as required by the California Wage Theft Prevention Act,
17 but failed to do so.

18 40. Plaintiff is informed and believes, and thereon alleges, that at all times herein
19 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
20 and other non-party Aggrieved Employees for all hours worked, and that Defendants had the
21 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
22 do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees that they
23 were properly denied wages, all in order to increase Defendants' profits.

24 41. At all times herein set forth, PAGA provides that any provision of law under the
25 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
26 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
27 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on
28 behalf of themselves and other current or former employees pursuant to procedures outlined in

1 California Labor Code section 2699.3.

2 42. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
3 “any person who was employed by the alleged violator and personally suffered each of the
4 violations alleged.”

5 43. Plaintiff and other current and former employees of Defendants are “aggrieved
6 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’ current
7 or former employees and each of the alleged violations were committed against them.

8 44. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
9 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
10 requirements have been met:

11 (a) The aggrieved employee or representative shall give written notice by
12 online filing with the LWDA and by certified mail to the employer of the
13 specific provisions of the California Labor Code alleged to have been
14 violated, including the facts and theories to support the alleged violation.

15 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
16 2699.3(a) and any employer response to that notice shall be accompanied
17 by a filing fee of seventy-five dollars (\$75).

18 (c) The LWDA shall notify the employer and the aggrieved employee or
19 representative by certified mail that it does not intend to investigate the
20 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the
21 postmark date of the aggrieved employee’s notice. Upon receipt of the
22 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
23 calendar days of the postmark date of the aggrieved employee’s notice,
24 the aggrieved employee may commence a civil action pursuant to
25 California Labor Code section 2699 to recover civil penalties.

26 45. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
27 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
28 other than those listed in Section 2699.5 after the following requirements have been met:

- 1 (a) The aggrieved employee or representative shall give written notice by
2 online filing with the LWDA and by certified mail to the employer of the
3 specific provisions of the California Labor Code alleged to have been
4 violated (other than those listed in Section 2699.5), including the facts
5 and theories to support the alleged violation.
- 6 (b) An aggrieved employee's notice filed with the LWDA pursuant to
7 2699.3(c) and any employer response to that notice shall be accompanied
8 by a filing fee of seventy-five dollars (\$75).
- 9 (c) The employer may cure the alleged violation within thirty-three (33)
10 calendar days of the postmark date of the notice sent by the aggrieved
11 employee or representative. The employer shall give written notice
12 within that period of time by certified mail to the aggrieved employee or
13 representative and by online filing with the LWDA if the alleged violation
14 is cured, including a description of actions taken, and no civil action
15 pursuant to Section 2699 may commence. If the alleged violation is not
16 cured within the 33-day period, the aggrieved employee may commence
17 a civil action pursuant to Section 2699.

18 46. On October 3, 2025, Plaintiff provided written notice by online filing to the
19 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
20 Code alleged to have been violated, including facts and theories to support the alleged
21 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice
22 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
23 PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff
24 PAGA Case Number LWDA-CM-1129701-25. A true and correct copy of Plaintiff's written
25 notice to the LWDA and Defendants dated October 3, 2025, is attached hereto as "Exhibit 1."

26 47. As of the filing date of this amended complaint, over 65 days have passed since
27 Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that
28 it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

1 48. Thus, Plaintiff has satisfied the administrative prerequisites under California
2 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
3 violations of California Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 510, 511,
4 512(a), 516, 1174(d), 1182.12, 1182.14, 1194, 1197, 1198, 2802, and 2810.5.

5 49. Labor Code section 558(a) provides “[a]ny employer or other person acting on
6 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
7 provision regulating hours and days of work in any order of the Industrial Welfare Commission
8 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
9 each underpaid employee for each pay period for which the employee was underpaid (2)
10 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
11 each pay period for which the employee was underpaid” Labor Code section 558(c)
12 provides “[t]he civil penalties provided for in this section are in addition to any other civil or
13 criminal penalty provided by law.” Plaintiff, acting in the public interest as a private attorney
14 general, seeks assessment and collection of civil penalties under Labor Code section 558 for
15 herself, all other non-party Aggrieved Employees, and the State of California against
16 Defendants for violations of Labor Code sections 510, 511, 512(a), 516, and 1198, and the
17 applicable IWC Wage Order. Plaintiff, acting in the public interest as a private attorney general,
18 does not seek the recovery of unpaid wages under Labor Code section 558 from Defendants for
19 violations of Labor Code sections 510, 511, 512(a), 516, and 1198, and the applicable IWC
20 Wage Order.

21 50. Defendants, at all times relevant to this complaint, were employers or persons
22 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved
23 Employees’ rights by violating various sections of the California Labor Code as set forth above.

24 51. As set forth below, Defendants have violated numerous provisions of both the
25 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
26 Order.

27 52. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
28 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public

1 interest as a private attorney general, seeks assessment and collection of civil penalties and
2 injunctive relief for herself, all other aggrieved employees, and the State of California against
3 Defendants for violations of California Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7,
4 510, 511, 512(a), 516, 1174(d), 1182.12, 1182.14, 1194, 1197, 1198, 2802, and 2810.5.

5 **FIRST CAUSE OF ACTION**

6 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

7 **(Against all Defendants)**

8 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
9 and every allegation set forth above.

10 54. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
11 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
12 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 206.5, 511, 1174(d),
13 and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
14 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
15 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1182.14, 1194, 1197, 2802, and
16 2810.5.

17 55. Defendants' conduct, as alleged herein, violates numerous sections of the
18 California Labor Code, including, but not limited to, the following:

- 19 (a) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
20 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
21 and other non-party Aggrieved Employees with meal periods, as set forth
22 below;
- 23 (b) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
24 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
25 and other non-party Aggrieved Employees to take rest periods, as set forth
26 below;
- 27 (c) Violation of Labor Code sections 510, 511, and 1198, and the applicable
28 IWC Wage Order for Defendants' failure to compensate Plaintiff and

1 other non-party Aggrieved Employees with all required overtime pay, as
2 set forth below;

3 (d) Violation of Labor Code sections 1182.12, 1182.14, 1194, 1197, and
4 1198, and the applicable IWC Wage Order for Defendants' failure to
5 compensate Plaintiff and other non-party Aggrieved Employees with at
6 least minimum wages for all hours worked, as set forth below;

7 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
8 IWC Wage Order for failure to provide accurate and complete wage
9 statements to Plaintiff and other non-party Aggrieved Employees, as set
10 forth below;

11 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
12 IWC Wage Order for failure to maintain payroll records, as set forth
13 below;

14 (g) Violation of Labor Code sections 201 and 202 for failure to pay all earned
15 wages upon termination, as set forth below;

16 (h) Violation of Labor Code sections 204 for failure to pay all earned wages
17 during employment, as set forth below;

18 (i) Violation of Labor Code section 206.5 for requiring Plaintiff and other
19 non-party Aggrieved Employees to execute a release of claims as a
20 condition to receiving wages due to them, as set forth below;

21 (j) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
22 and other non-party Aggrieved Employees for all business expenses
23 necessarily incurred, as set forth below; and

24 (k) Violation of Labor Code section 2810.5 for failure to provide notice of
25 material terms of employment, as set forth below.

26 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**

27 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

28 56. At all relevant times herein set forth, the applicable IWC Wage Order and

California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and other non-party Aggrieved Employees' employment by Defendants.

57. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

58. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

59. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. The applicable IWC Wage Order further provides that employees in the health care industry who work shifts in excess of eight (8) hours in a workday may waive one of their two meal periods, if the waiver is signed by both the employee and employer. Cal. Code Regs. tit. 8, § 11040(11)(D).

60. First, Defendants had, and continue to have, company-wide policies and/or practices of understaffing their facilities. Defendants' uniform practice of understaffing resulted in a failure to provide Plaintiff and other non-party Aggrieved Employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to patients. Because Defendants did not employ or staff a sufficient number of employees to handle the workload, there was no one available to relieve employees needing

1 meal period coverage, and Plaintiff and other non-party Aggrieved Employees did not receive
2 all timely, uninterrupted meal periods to which they were entitled. Additionally, on information
3 and belief, Defendants mistakenly instructed Plaintiff and other non-party Aggrieved
4 Employees who had signed invalid meal waivers that they were not entitled to meal periods if
5 they worked six (6) hours or less. Further, Defendants had a company-wide practice and/or
6 policy of failing to schedule meal periods, which further caused Plaintiff and other non-party
7 Aggrieved Employees to not be relieved of their duties for compliant meal periods.

8 61. As a result, Plaintiff and other non-party Aggrieved Employees had to work
9 through all or part of their meal periods, had their meal periods interrupted, and/or had to wait
10 extended periods of time before taking meal periods. For example, Plaintiff sometimes worked
11 through her meal periods because Defendants' management informed Plaintiff she was not
12 entitled to a meal period when working six (6) hour or less in a shift. In addition, due to
13 understaffing, Plaintiff's meal periods were occasionally interrupted and/or cut short to assist
14 patients and check on tests, such as flu or COVID-19 tests, that were in progress. Thus, Plaintiff
15 and other non-party Aggrieved Employees missed meal periods and/or had meal periods cut
16 short or interrupted in order to handle their workloads.

17 62. Second, because Defendants frowned upon employees accruing meal period
18 premiums, Defendants' management pressured employees to clock out for meal periods, upon
19 threat of discipline, regardless of whether they had received a compliant meal period or not, in
20 order to strictly limit the meal period premiums that would need to be paid by Defendants. For
21 example, Plaintiff was required to record that she had received compliant meal periods on shifts
22 when she had not, in fact, received these timely, uninterrupted meal periods. Thus, Defendants
23 systematically failed to accurately record all meal periods.

24 63. Third, Defendants' company-wide timekeeping system prevented Plaintiff and
25 other non-party Aggrieved Employees from recording when their meal periods were shortened
26 or interrupted, because the system locked out Plaintiff and other non-party Aggrieved
27 Employees once they clocked out for a meal period, and would not permit them to clock back
28 in from a meal period before 30 minutes had elapsed.

1 64. Fourth, Plaintiff and other non-party Aggrieved Employees worked shifts in
2 excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For
3 example, during her employment, Plaintiff regularly worked shifts in excess of ten (10) or more
4 hours per day, but was not provided an uninterrupted second 30-minute meal period. Plaintiff
5 and other non-party Aggrieved Employees did not sign valid meal period waivers on days that
6 they were entitled to meal periods and were not relieved of all duties. For example, the
7 applicable IWC Wage Order provides that meal period waivers for healthcare industry
8 employees must be signed by both the employee and employer in order to be valid, and
9 Defendants' blanket meal period waiver presented to Plaintiff on August 29, 2024, was only
10 signed by Plaintiff.

11 65. At all times herein mentioned, Defendants knew or should have known that, as a
12 result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented from
13 being relieved of all duties and were required to perform some of their assigned duties during
14 meal periods. Defendants further knew or should have known that Defendants did not pay
15 Plaintiff and other non-party Aggrieved Employees all meal period premiums when meal
16 periods were late, interrupted, shortened, and/or missed.

17 66. Furthermore, Defendants engaged in a company-wide practice and/or policy of
18 not paying meal period premiums owed when compliant meal periods are not provided.
19 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have
20 not received premium pay for all missed, late, and interrupted meal periods. As a result,
21 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees compliant
22 meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed
23 to pay the full meal period premiums due.

24 67. Defendants' conduct violates the applicable IWC Wage Order, and California
25 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
26 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
27 and/or 2699(a), (f), and (k).

28 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

1 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

2 68. At all relevant times herein set forth, the applicable IWC Wage Order and
3 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
4 non-party Aggrieved Employees' employment by Defendants.

5 69. At all relevant times, the applicable IWC Wage Order provides that "[e]very
6 employer shall authorize and permit all employees to take rest periods, which insofar as
7 practicable shall be in the middle of each work period" and that the "rest period time shall be
8 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
9 hours or major fraction thereof" unless the total daily work time is less than three and one-half
10 (3 ½) hours.

11 70. At all relevant times, California Labor Code section 226.7 provides that no
12 employer shall require an employee to work during any rest period mandated by an applicable
13 order of the California IWC. To comply with its obligation to authorize and permit rest periods
14 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
15 must "relinquish any control over how employees spend their break time , and relieve their
16 employees of all duties—including the obligation that an employee remain on call. A rest
17 period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
18 257, 273 (2016).

19 71. During the relevant time period, Defendants regularly failed to authorize and
20 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period
21 per each four (4) hour period worked or major fraction thereof. As with meal periods,
22 Defendants' company-wide practice of understaffing prevented Plaintiff and other non-party
23 Aggrieved Employees from being able to take rest periods. Defendants also failed to schedule
24 rest periods, which further led to Plaintiff and other non-party Aggrieved Employees not being
25 authorized and permitted to take rest periods.

26 72. Furthermore, upon information and belief, during the relevant time period,
27 Defendants maintained a company-wide on-premises rest period policy, which effectively
28 required that Plaintiff and other non-party Aggrieved Employees remain on the work premises

1 during their rest periods. Because Plaintiff and other non-party Aggrieved Employees were
2 restricted from leaving the premises during rest periods, they were denied the ability to use their
3 rest periods freely for their own purposes, such as running personal errands. Thus, Defendants
4 effectively maintained control over Plaintiff and other non-party Aggrieved Employees during
5 rest periods.

6 73. As a result of Defendants' practices and policies, Plaintiff and other non-party
7 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess
8 of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For
9 example, Plaintiff had to forgo her rest periods entirely due to the lack of coverage and
10 Defendants' failure to notify Plaintiff and other non-party Aggrieved Employees that they were
11 entitled to rest periods.

12 74. Defendants have also engaged in a company-wide practice and/or policy of not
13 paying rest period premiums owed when compliant rest periods are not authorized and
14 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
15 Employees have not received premium pay for all missed rest periods. As a result, Defendants
16 denied Plaintiff and other non-party Aggrieved Employees rest periods and failed to pay them
17 rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable
18 IWC Wage Order.

19 75. Defendants' conduct violates the applicable IWC Wage Order and California
20 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees
21 are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
22 2699(a), (f), and (k).

23 **FAILURE TO PAY OVERTIME**

24 **VIOLATION OF LABOR CODE SECTIONS 510, 511, AND 1198**

25 76. Labor Code section 1198 makes it illegal to employ an employee under
26 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
27 Code section 1198 requires that ". . . the standard conditions of labor fixed by the commission
28 shall be the . . . standard conditions of labor for employees. The employment of any employee

1 . . . under conditions of labor prohibited by the order is unlawful.”

2 77. California Labor Code section 1198 and the applicable IWC Wage Order provide
3 that it is unlawful to employ persons without compensating them at a rate of pay either time-
4 and-one-half or two-times that person’s regular rate of pay, depending on the number of hours
5 worked by the person on a daily or weekly basis.

6 78. Specifically, the applicable IWC Wage Order provides that Defendants are and
7 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
8 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
9 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
10 hours in a workweek.

11 79. The applicable IWC Wage Order further provides that Defendants are and were
12 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
13 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
14 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
15 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

16 80. California Labor Code section 510 codifies the right to overtime compensation
17 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
18 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
19 (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for
20 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
21 the seventh (7th) day of work.

22 81. California Labor Code section 511 and the applicable IWC Wage Order allow
23 employers, with the employees’ approval, to offer an alternative workweek schedule that
24 authorizes employees to work no more than ten (10) hours per day within a 40-hour workweek
25 without receiving overtime compensation. An alternative workweek schedule must pay the
26 employees overtime at one and one-half times their regular hourly rate for work in excess of ten
27 (10) hours per day or forty (40) hours per week. The applicable IWC Wage Order also allows
28 employees in the healthcare industry to work in excess of ten (10) hours but not more than 12

1 hours per day within a 40-hour workweek without receiving overtime compensation. Overtime
2 must be paid at twice the employees' regular hourly rate for work in excess of twelve (12) hours
3 a day. Labor Code 511 and the applicable IWC Wage order further provide that an employer
4 may not implement an alternative workweek schedule unless at least two-thirds of the affected
5 employees approve the schedule through a secret ballot election, and the results must be reported
6 to the California Division of Labor Standards Enforcement within 30 days after the results are
7 final.

8 82. During the relevant time period, Defendants willfully failed to pay all overtime
9 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
10 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
11 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
12 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
13 not recorded.

14 83. First, as set forth above, Defendants' company-wide policy and/or practice of
15 understaffing their facilities resulted in a failure to provide Plaintiff and other non-party
16 Aggrieved Employees with adequate meal period coverage, because there were too few
17 employees on duty to handle the workload and attend to patients. Thus, Plaintiff and other non-
18 party Aggrieved Employees were not always afforded uninterrupted 30-minute meal periods
19 during shifts when they were entitled to receive a meal period. Moreover, as also stated,
20 Defendants had a practice of failing to schedule meal periods, which further caused Plaintiff
21 and other non-party Aggrieved Employees to not be relieved of their duties for compliant meal
22 periods. For example, as stated, Plaintiff sometimes had her meal periods interrupted because
23 she was the only Medical Assistant working the back end, so she was required to monitor
24 patients and tests, such as COVID-19 or flu tests, while on her meal periods. Consequently,
25 Plaintiff and other non-party Aggrieved Employees had their meal periods interrupted in order
26 to complete their assigned duties, time for which they were not paid.

27 84. Second, as stated, Defendants' management pressured Plaintiff and other non-
28 party Aggrieved Employees to record compliant meal periods, regardless of whether they had

1 received a compliant meal period or not. Thus, Defendants did not record all hours worked
2 during meal periods, and Plaintiff and other non-party Aggrieved Employees performed work
3 during meal periods for which they were not paid.

4 85. Third, as stated, Defendants' company-wide timekeeping system prevented
5 Plaintiff and other non-party Aggrieved Employees from recording all hours worked when their
6 meal periods were shortened or interrupted because the system locked out Plaintiff and other
7 non-party Aggrieved Employees once they clocked out for a meal period, and would not permit
8 them to clock back in from a meal period before 30 minutes had elapsed. Thus, Defendants did
9 not record all hours worked during meal periods and Plaintiff and other non-party Aggrieved
10 Employees performed work during meal periods for which they were not paid.

11 86. Fourth, on information and belief, Defendants had, and continue to have, a
12 company-wide policy and/or practice of failing to pay proper overtime when they required
13 Plaintiff and other non-party Aggrieved Employees to work outside of their regularly scheduled
14 alternative workweek schedule and failed to pay all applicable overtime and/or double-time
15 compensation owed for such hours of work. In addition, on information and belief, to the extent
16 Defendants implemented an alternative workweek schedule as to Plaintiff and other non-party
17 Aggrieved Employees, Defendants failed to comply with all requirements for implementing an
18 alternative workweek schedule, including, but not limited to, holding proper workweek
19 elections for the employees working alternative workweeks. Accordingly, Defendants owe
20 Plaintiff and other non-party Aggrieved Employees unpaid overtime wages.

21 87. Defendants knew or should have known that as a result of these company-wide
22 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
23 their assigned duties off-the-clock during meal periods, and were suffered or permitted to
24 perform work for which they were not paid. Because Plaintiff and other non-party Aggrieved
25 Employees worked shifts of eight (8) hours or more a day and/or shifts of twelve (12) hours or
26 more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for
27 overtime premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were
28 not paid overtime wages for all of the overtime hours they actually worked.

1 88. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
2 the balance of overtime compensation as required by California law, violates the provisions of
3 California Labor Code sections 510, 511, and 1198. Pursuant to California Labor Code section
4 1194, Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
5 penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

6 **FAILURE TO PAY MINIMUM WAGES**

7 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1182.14, 1194, 1197, AND 1198**

8 89. At all relevant times, California Labor Code sections 1182.12, 1182.14, 1194,
9 1197, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum
10 wage to be paid to employees, and the payment of a wage less than the minimum so fixed is
11 unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the time
12 during which an employee is suffered or permitted to work for the employer, whether or not
13 required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards
14 Act." Cal. Code Regs. tit. 8, § 11040(2)(L) (defining "Hours Worked").

15 90. As set forth above, due to Defendants' policies and/or practices of understaffing
16 their facilities and failing to schedule meal periods, Plaintiff and other non-party Aggrieved
17 Employees were impeded from taking all uninterrupted meal periods to which they were entitled
18 and were required to work off-the-clock during meal periods, have their meal periods
19 interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.
20 Furthermore, as stated, Defendants pressured Plaintiff and other non-party Aggrieved
21 Employees to clock out for meal periods to reflect compliant meal periods, even when meal
22 periods were missed, short, and/or interrupted. Moreover, as stated, Defendants systematically
23 failed to pay Plaintiff and other non-party Aggrieved Employees for actual hours worked during
24 unpaid meal periods because Defendants' timekeeping system locked out Plaintiff and other
25 non-party Aggrieved Employees for 30 minutes when they clocked out for a meal period. Thus,
26 Defendants failed to pay Plaintiff and other non-party Aggrieved Employees for actual hours
27 worked during unpaid meal periods because these hours were not always correctly recorded.

28 91. Defendants did not pay minimum wages for all hours worked by Plaintiff and

1 other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
2 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
3 those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
4 1182.14, 1194, 1197, and 1198.

5 92. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
6 minimum wages as required by California law, violates California Labor Code sections 1182.12,
7 1182.14, 1194, 1197, and 1198. Plaintiff and other non-party Aggrieved Employees are
8 therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
9 (k).

10 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**

11 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

12 93. At all relevant times herein set forth, California Labor Code section 226(a)
13 provides that every employer shall furnish each of his or her employees an accurate and
14 complete itemized wage statement in writing, including, but not limited to, the name and address
15 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
16 and all applicable rates of pay.

17 94. At all relevant times, Defendants have knowingly and intentionally provided
18 Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
19 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
20 other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours
21 worked; net wages earned; and all applicable hourly rates in effect during the pay period,
22 including rates of pay for overtime wages, and the corresponding number of hours worked at
23 each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and
24 226(a)(9).

25 95. Because Defendants did not accurately record the time Plaintiff and other non-
26 party Aggrieved Employees spent working off-the-clock and deducted time from their records
27 for meal periods that were interrupted and/or missed (and therefore time for which they should
28 have been paid), Defendants did not list the correct amount of gross wages and net wages earned

1 by Plaintiff and other non-party Aggrieved Employees in compliance with sections 226(a)(1)
2 and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of
3 hours worked by Plaintiff and other non-party Aggrieved Employees, in violation of section
4 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and
5 the corresponding accurate number of hours worked at each hourly rate, in violation of section
6 226(a)(9).

7 96. The wage statement deficiencies also include, among other things, failing to list
8 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
9 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for
10 which aggrieved employees were paid; failing to list the name of the employee and only the last
11 four digits of his or her social security number or an employee identification number other than
12 a social security number; failing to list the name and address of the legal entity that is the
13 employer; and/or failing to state all hours worked as a result of not recording or stating hours
14 worked off-the-clock.

15 97. California Labor Code section 1174(d) provides that “[e]very person employing
16 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
17 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
18 plants or establishments at which employees are employed, payroll records showing the hours
19 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
20 applicable piece rate paid to, employees employed at the respective plants or
21 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
22 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party
23 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
24 result of failing to record the off-the-clock hours that they worked.

25 98. California Labor Code section 1198 provides that the maximum hours of work
26 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
27 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
28 of any employees for longer hours than those fixed by the order or under conditions of labor

1 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
2 are required to keep accurate time records showing when the employee begins and ends each
3 work period and meal period. During the relevant time period, Defendants engaged in company-
4 wide practices and/or policies of failing to record actual hours worked, and thereby failed to
5 keep accurate records of meal period start and end times for Plaintiff and other non-party
6 Aggrieved Employees, in violation of section 1198. Also, in light of Defendants’ failure to
7 provide Plaintiff and other non-party Aggrieved Employees with second 30-minute meal
8 periods to which they were entitled, Defendants kept no records of meal start and end times for
9 second meal periods.

10 99. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
11 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
12 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

13 **FAILURE TO PAY WAGES UPON TERMINATION**

14 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

15 100. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
16 that if an employer discharges an employee, the wages earned and unpaid at the time of
17 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
18 her employment, his or her wages shall become due and payable not later than seventy-two (72)
19 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his
20 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
21 quitting.

22 101. On information and belief, Defendants have a company-wide practice and/or
23 policy of paying departing employees their final wages late, instead of adhering to the time
24 requirements set forth in Labor Code sections 201 and 202. For example, Defendants
25 terminated Plaintiff on or about June 18, 2025; however, on information and belief, Defendants
26 did not provide Plaintiff with her final wages until approximately June 26, 2025. Thus,
27 Defendants failed to pay Plaintiff her final wages immediately, in violation of California Labor
28 Code section 201.

1 102. Additionally, Defendants willfully failed to pay Plaintiff and other non-party
2 Aggrieved Employees who are no longer employed by Defendants the earned and unpaid wages
3 set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and
4 rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their
5 leaving Defendants' employ.

6 103. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
7 who are no longer employed by Defendants their wages earned and unpaid at the time of
8 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor
9 Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are therefore
10 entitled to recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and
11 (k).

12 **FAILURE TO PAY WAGES DURING EMPLOYMENT**
13 **VIOLATION OF LABOR CODE SECTION 204**

14 104. At all times relevant herein set forth, Labor Code section 204 provides that all
15 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
16 days, inclusive, of any calendar month, other than those wages due upon termination of an
17 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
18 the month during which the labor was performed. Labor Code section 204 further provides that
19 all wages earned by any person in any employment between the sixteenth (16th) and the last
20 day, inclusive, of any calendar month, other than those wages due upon termination of an
21 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
22 month.

23 105. At all times relevant herein, Labor Code section 204 provides that all wages
24 earned for labor in excess of the normal work period shall be paid no later than the payday for
25 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
26 204 provides that the requirements of this section are deemed satisfied by the payment of wages
27 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)
28 calendar days following the close of the payroll period.

1 106. During the relevant time period, Defendants willfully failed to pay Plaintiff and
2 other non-party Aggrieved Employees all wages due including, but not limited to, overtime
3 wages, minimum wages, and/or meal and rest period premiums, within the time periods
4 specified by California Labor Code section 204.

5 107. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
6 all wages due violates Labor Code section 204. Plaintiff and other non-party Aggrieved
7 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 210
8 and/or 2699(a), (f), and (k).

9 **REQUIRING RELEASE OF CLAIMS FOR WAGES DUE**

10 **VIOLATION OF LABOR CODE SECTION 206.5**

11 108. At all relevant times herein set forth, California Labor Code section 206.5
12 prohibits employers from requiring employees to execute releases of a claim or right "on
13 account of wages due, or to become due, or made as an advance on wages to be earned, unless
14 payment of those wages has been made. A release required or executed in violation of the
15 provisions of this section shall be null and void as between the employer and the employee. . . .
16 '[E]xecution of a release' includes requiring an employee, as a condition of being paid, to
17 execute a statement of the hours he or she worked during a pay period which the employer
18 knows to be false."

19 109. During the relevant time period, on information and belief, Defendants required
20 Plaintiff and other non-party Aggrieved Employees to release their claims for unpaid wages as
21 a condition to receiving their final paychecks. For example, prior to receiving her final
22 paycheck, Defendants required Plaintiff to sign a form attesting that, "[i]t reflects all amounts
23 owed to me as of my termination date." Defendants compelled Plaintiff and other non-party
24 Aggrieved Employees to sign these false verifications when they, in fact, had not received all
25 earned and unpaid wages, including but not limited to, overtime wages, minimum wages, and/or
26 meal and rest period premiums.

27 110. Defendants' policy and practice of requiring Plaintiff and other non-party
28 Aggrieved Employees to release their claims for uncompensated hours worked and/or pay owed

1 to them, as a condition to receiving their wages, is in violation of California Labor Code section
2 206.5. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
3 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

4 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

5 **VIOLATION OF LABOR CODE SECTION 2802**

6 111. At all times herein set forth, California Labor Code section 2802 provides that
7 an employer must reimburse employees for all necessary expenditures and losses incurred by
8 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
9 to prevent employers from passing off their cost of doing business and operating expenses on
10 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
11 (2014). The applicable wage order, IWC Wage Order No. 4-2001 provides that: “[w]hen tools
12 or equipment are required by the employer or are necessary to the performance of a job, such
13 tools and equipment shall be provided and maintained by the employer, except that an employee
14 whose wages are at least two (2) times the minimum wage provided herein may be required to
15 provide and maintain hand tools and equipment customarily required by the trade or craft.”

16 112. During the relevant time period, Defendants, on a company-wide basis, required
17 that Plaintiff and other non-party Aggrieved Employees use their own personal mobile devices,
18 including, but not limited to, cellular phones, and/or mobile data to carry out their job duties,
19 but failed to reimburse them for all of the costs of their work-related mobile device expenses.
20 For example, Plaintiff and other non-party Aggrieved Employees were required to use their
21 personal mobile devices for work-related tasks, including communicating with management,
22 providers, and/or coworkers over phone calls and text messages regarding patient care and other
23 work-related questions. Although Defendants required Plaintiff and other non-party Aggrieved
24 Employees to utilize their personal mobile devices and/or mobile data to carry out their work-
25 related responsibilities, Defendants failed to reimburse them for these costs.

26 113. Defendants could have provided Plaintiff and other non-party Aggrieved
27 Employees with company mobile devices or Defendants could have reimbursed employees for
28 the costs of their mobile device usage. Instead, Defendants passed these operating costs onto

1 Plaintiff and other non-party Aggrieved Employees.

2 114. Defendants' company-wide policy and/or practice of not reimbursing employees
3 for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-
4 party Aggrieved Employees violates California Labor Code section 2802.

5 115. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
6 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

7 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
8 **EMPLOYMENT**

9 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

10 116. At all relevant times herein, California's Wage Theft Prevention Act was enacted
11 to ensure that employers provide employees with basic information material to their
12 employment relationship at the time of hiring, and to ensure that employees are given written
13 and timely notice of any changes to basic information material to their employment. Codified
14 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
15 time of hiring, an employer must provide written notice to employees containing basic and
16 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
17 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
18 any rates for overtime, the regular payday designated by the employer, and any allowances
19 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
20 § 2810.5(a)(1)(A)-(C).

21 117. At all relevant times, on information and belief, Defendants failed, on a
22 company-wide basis, to provide written notice to Plaintiff and other non-party Aggrieved
23 Employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-
24 (C).

25 118. Defendants' failure to provide Plaintiff and other non-party Aggrieved
26 Employees with written notice of basic information regarding their employment with
27 Defendants is in violation of California Labor Code section 2810.5. Plaintiff and other non-
28 party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor

Code sections 2699(a), (f), and (k).

PRAYER FOR RELIEF

Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, civil penalties, injunctive relief, and attorneys' fees in excess of thirty-five thousand dollars (\$35,000). Plaintiff reserves the right to amend her prayer for relief to seek a different amount.

As to the First Cause of Action

2. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved Employees: 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 510, 511, and 1198 (by failing to pay all overtime compensation); 1182.12, 1182.14, 1194, 1197, and 1198 (by failing to pay at least minimum wages for all hours worked); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 206.5 (by requiring employees to release claims as a condition to receive paychecks); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide written notice of information material to employment);

3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256, 558, 1174.5, and 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 510, 511, 512(a), 516, 1174(d), 1182.12, 1182.14, 1194, 1197, 1198, 2802, and 2810.5;

4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 510, 511, 512(a), 516, 1174(d), 1182.12, 1182.14, 1194, 1197, 1198, 2802, and 2810.5;

5. For attorneys' fees and costs pursuant to California Labor Code section

1 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
2 Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 510, 511, 512(a), 516, 1174(d),
3 1182.12, 1182.14, 1194, 1197, 1198, 2802, and 2810.5;

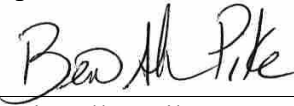
4 6. For pre-judgment and post-judgment interest as provided by law; and

5 7. For such other and further relief as the Court may deem equitable and
6 appropriate.

7
8 Dated: December 16, 2025

Respectfully submitted,

9 Capstone Law APC

10
11 By: 

Bevin Allen Pike
Daniel S. Jonathan
Trisha K. Monesi
Shealene P. Mancuso
Jeffrey Jimenez

12
13
14 Attorneys for Plaintiff Marina Garcia
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “1”



1875 Century Park East, Suite 1860
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

NINEL KOCHARYAN
310.712.8146 Direct
Ninel.Kocharyan@capstonelawyers.com

October 3, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Marina Garcia v. United Medical Doctors, et al.*

Dear PAGA Administrator:

This office represents Marina Garcia in connection with her claims under the California Labor Code. Ms. Garcia was an employee of UNITED MEDICAL DOCTORS; UNITED MEDICAL DOCTORS RIVERSIDE COUNTY PC; UNITED MEDICAL DOCTORS SAN DIEGO PC; UNITED SAN DIEGO MINIMAL INVASIVE COLON AND RECTAL SURGERY MSO LLC; and/or UNITED SURGERY CENTER CARLSBAD DOCS LLC. For the purpose of this letter, Ms. Garcia collectively refers to these entities as "UMD."

The employers may be contacted directly at the addresses below:

UNITED MEDICAL DOCTORS
28078 BAXTER RD STE 530
MURRIETA, CA 92563

UNITED MEDICAL DOCTORS RIVERSIDE
COUNTY PC
28078 BAXTER ROAD, SUITE 530
MURRIETA, CA 92563

UNITED MEDICAL DOCTORS SAN
DIEGO PC
28078 BAXTER ROAD, SUITE 530
MURRIETA, CA 92563

UNITED SAN DIEGO MINIMAL INVASIVE
COLON AND RECTAL SURGERY MSO LLC
28078 BAXTER RD. SUITE 530
MURRIETA, CA 92563

UNITED SURGERY CENTER CARLSBAD
DOCS LLC
28078 BAXTER RD. STE 530
MURRIETA, CA 92563

Ms. Garcia intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Garcia seeks relief on behalf of herself, the State of California, and other persons who are or were employed by UMD as a non-

exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

UMD employed Ms. Garcia as an hourly paid, non-exempt employee from approximately May 2023 to June 2025. Ms. Garcia worked for UMD as a Medical Assistant at its UMD urgent care facility in Murrieta. During her employment, Ms. Garcia typically worked ten (10) to twelve (12) or more hours per day and three (3) or more days per week. By the end of her employment, Ms. Garcia was compensated approximately \$21.00 per hour. Her job duties included, without limitation, checking patients in and out, verifying insurance, ensuring medical forms were printed and up to date, taking phone calls, taking care of patients, running various tests such as COVID-19 and flu tests, assisting with lab preparation, and administering shots.

UMD committed each of the following Labor Code violations against Ms. Garcia, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

UMD’s Company-Wide and Uniform Payroll and HR Practices

UNITED MEDICAL DOCTORS; UNITED MEDICAL DOCTORS RIVERSIDE COUNTY PC; and UNITED MEDICAL DOCTORS SAN DIEGO PC are California corporations while UNITED SAN DIEGO MINIMAL INVASIVE COLON AND RECTAL SURGERY MSO LLC and UNITED SURGERY CENTER CARLSBAD DOCS LLC are California limited liability companies. UMD owns and operates approximately 82 medical care facilities in California including urgent care, surgical specialty, and ambulatory surgery facilities. Upon information and belief, UMD maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Murrieta, California, for all non-exempt, hourly paid employees working for UMD in California, including Ms. Garcia and other aggrieved employees. At all relevant times, UMD issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Garcia and other aggrieved employees, regardless of their location or position.

Upon information and belief, UMD maintains a centralized Payroll department at its corporate headquarters in Murrieta, California, which processes payroll for all non-exempt, hourly paid employees working for UMD in California, including Ms. Garcia and other aggrieved employees. Further, UMD issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Garcia and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, UMD utilized the same methods and formulas when calculating wages due to Ms. Garcia and other aggrieved employees in California.

¹ These facts, theories, and claims are based on Ms. Garcia’s experience and counsel’s review of those records currently available relating to Ms. Garcia’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Garcia reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee’s regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. The applicable IWC Wage Order further provides that employees in the health care industry who work shifts in excess of eight (8) hours in a workday may waive one of their two meal periods, if the waiver is signed by both the employee and employer. Cal. Code Regs. tit. 8, § 11040(11)(D).

First, UMD had, and continues to have, company-wide policies and/or practices of understaffing its facilities. UMD’s uniform practice of understaffing resulted in a failure to provide Ms. Garcia and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to patients. Because UMD did not employ or staff a sufficient number of employees to handle the workload, there was no one available to relieve employees needing meal period coverage, and Ms. Garcia and other aggrieved employees did not receive all timely, uninterrupted meal periods to which they were entitled. Additionally, on information and belief, UMD mistakenly instructed Ms. Garcia and other aggrieved employees who had signed invalid meal waivers that they were not entitled to meal periods if they worked six (6) hours or less. Further, UMD had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Ms. Garcia and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Garcia and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. Garcia sometimes worked through her meal periods because UMD’s management informed Ms. Garcia she was not entitled to a meal period when working six (6) hour or less in a shift. In addition, due to understaffing, Ms. Garcia’s meal periods were occasionally interrupted and/or cut short to assist patients and check on tests, such as flu or COVID-19 tests, that were in progress. Thus, Ms. Garcia and other aggrieved employees missed meal periods and/or had meal periods cut short or interrupted in order to handle their workloads.

Second, because UMD frowned upon employees accruing meal period premiums, UMD’s management pressured employees to clock out for meal periods, upon threat of discipline, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by UMD. For example, Ms. Garcia was required to record that

she had received compliant meal periods on shifts when she had not, in fact, received these timely, uninterrupted meal periods. Thus, UMD systematically failed to accurately record all meal periods.

Third, UMD's company-wide timekeeping system prevented Ms. Garcia and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Ms. Garcia and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Fourth, Ms. Garcia and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during her employment, Ms. Garcia regularly worked shifts in excess of ten (10) or more hours per day, but was not provided an uninterrupted second 30-minute meal period. Ms. Garcia and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties. For example, the applicable IWC Wage Order provides that meal period waivers for healthcare industry employees must be signed by both the employee and employer in order to be valid, and UMD's blanket meal period waiver presented to Ms. Garcia on August 29, 2024, was only signed by Ms. Garcia.

At all times herein mentioned, UMD knew or should have known that, as a result of these policies, Ms. Garcia and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. UMD further knew or should have known that UMD did not pay Ms. Garcia and other aggrieved employees all meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, UMD engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Garcia and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, UMD failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring UMD into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides 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" and that the "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" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, UMD regularly failed to authorize and permit Ms. Garcia and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, UMD’s company-wide practice of understaffing prevented Ms. Garcia and other aggrieved employees from being able to take rest periods. UMD also failed to schedule rest periods, which further led to Ms. Garcia and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, UMD maintained a company-wide on-premises rest period policy, which effectively required that Ms. Garcia and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Garcia and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, UMD effectively maintained control over Ms. Garcia and other aggrieved employees during rest periods.

As a result of UMD’s practices and policies, Ms. Garcia and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Ms. Garcia had to forgo her rest periods entirely due to the lack of coverage and UMD’s failure to notify Ms. Garcia and other aggrieved employees that they were entitled to rest periods.

UMD also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Garcia and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, UMD failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring UMD into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 510, 511, and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable IWC Wage Order require employers to pay employees working more than eight (8) hours in day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

California Labor Code section 511 and the applicable IWC Wage Order allow employers, with the employees' approval, to offer an alternative workweek schedule that authorizes employees to work no more than ten (10) hours per day within a 40-hour workweek without receiving overtime compensation. An alternative workweek schedule must pay the employees overtime at one and one-half times their regular hourly rate for work in excess of ten (10) hours per day or forty (40) hours per week. The applicable IWC Wage Order also allows employees in the healthcare industry to work in excess of ten (10) hours but not more than 12 hours per day within a 40-hour workweek without receiving overtime compensation. Overtime must be paid at twice the employees' regular hourly rate for work in excess of twelve (12) hours a day. Labor Code 511 and the applicable IWC Wage order further provide that an employer may not implement an alternative workweek schedule unless at least two-thirds of the affected employees approve the schedule through a secret ballot election, and the results must be reported to the California Division of Labor Standards Enforcement within 30 days after the results are final.

UMD willfully failed to pay all overtime wages owed to Ms. Garcia and other aggrieved employees. During the relevant time period, Ms. Garcia and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, as set forth above, UMD's company-wide policy and/or practice of understaffing its facilities resulted in a failure to provide Ms. Garcia and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to patients. Thus, Ms. Garcia and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, as also stated, UMD had a practice of failing to schedule meal periods, which further caused Ms. Garcia and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, as stated, Ms. Garcia sometimes had her meal periods interrupted because she was the only Medical Assistant working the back end, so she was required to monitor patients and tests, such as COVID-19 or flu tests, while on her meal periods. Consequently, Ms. Garcia and other aggrieved employees had their meal periods interrupted in order to complete their assigned duties, time for which they were not paid.

Second, as stated, UMD's management pressured Ms. Garcia and other aggrieved employees to record compliant meal periods, regardless of whether they had received a compliant meal period or not. Thus, UMD did not record all hours worked during meal periods, and Ms. Garcia and other aggrieved employees performed work during meal periods for which they were not paid.

Third, as stated, UMD's company-wide timekeeping system prevented Ms. Garcia and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted because the system locked out Ms. Garcia and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, UMD did not record all hours worked during meal periods and Ms. Garcia and other aggrieved employees performed work during meal periods for which they were not paid.

Fourth, on information and belief, UMD had, and continues to have, a company-wide policy and/or practice of failing to pay proper overtime when they required Ms. Garcia and other aggrieved employees to work outside of their regularly scheduled alternative workweek schedule and failed to

pay all applicable overtime and/or double-time compensation owed for such hours of work. In addition, on information and belief, to the extent UMD implemented an alternative workweek schedule as to Ms. Garcia and other aggrieved employees, UMD failed to comply with all requirements for implementing an alternative workweek schedule, including, but not limited to, holding proper workweek elections for the employees working alternative workweeks. Accordingly, UMD owe Ms. Garcia and other aggrieved employees unpaid overtime wages.

UMD knew or should have known that as a result of these company-wide practices and/or policies, Ms. Garcia and other aggrieved employees were performing their assigned duties off-the-clock during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Garcia and other aggrieved employees worked shifts of eight (8) hours or more a day and/or shifts of twelve (12) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Garcia and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

UMD's failure to pay Ms. Garcia and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510, 511, and 1198. Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring UMD into compliance with the applicable IWC Wage Order and Labor Code sections 510, 511, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the time during which an employee is suffered or permitted to work for the employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act." Cal. Code Regs. tit. 8, § 11040(2)(L) (defining "Hours Worked").

As set forth above, due to UMD's policies and/or practices of understaffing its facilities and failing to schedule meal periods, Ms. Garcia and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Furthermore, as stated, UMD pressured Ms. Garcia and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Moreover, as stated, UMD systematically failed to pay Ms. Garcia and other aggrieved employees for actual hours worked during unpaid meal periods because UMD's timekeeping system locked out Ms. Garcia and other aggrieved employees for 30 minutes when they clocked out for a meal period. Thus, UMD failed to pay Ms. Garcia and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

UMD did not pay at least minimum wages for all hours worked by Ms. Garcia and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, UMD did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198.

Accordingly, UMD regularly failed to pay at least minimum wages to Ms. Garcia and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198. Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring UMD into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. UMD has not provided Ms. Garcia and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, UMD has knowingly and intentionally provided Ms. Garcia and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, UMD issued uniform wage statements to Ms. Garcia and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, UMD violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because UMD did not accurately record the time Ms. Garcia and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), UMD did not list the correct amount of gross wages and net wages earned by Ms. Garcia and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, UMD failed to accurately list the total number of hours worked by Ms. Garcia and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list 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; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, 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” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), UMD willfully failed to maintain accurate payroll records for Ms. Garcia and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, UMD engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of meal period start and end times for Ms. Garcia and other aggrieved employees, in violation of section 1198. Also, in light of UMD’s failure to provide Ms. Garcia and other aggrieved employees with second 30-minute meal periods to which they were entitled, UMD kept no records of meal start and end times for second meal periods.

Because UMD failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Garcia and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Garcia and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring UMD into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, UMD failed to pay Ms. Garcia and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring UMD into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, UMD has a company-wide practice and/or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, UMD terminated Ms. Garcia on or about June 18, 2025; however, on information and belief, UMD did not provide Ms. Garcia with her final wages until approximately June 26, 2025. Thus, UMD failed to pay Ms. Garcia her final wages immediately, in violation of California Labor Code section 201.

Additionally, UMD willfully failed to pay Ms. Garcia and other aggrieved employees who are no longer employed by UMD the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving UMD's employ.

Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring UMD into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 206.5 – Release of Claims for Wages Due

California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right "on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. . . . '[E]xecution of a release' includes requiring an employee, as a condition of being paid, to execute a statement of the hours he or she worked during a pay period which the employer knows to be false."

During the relevant time period, UMD required Ms. Garcia and other aggrieved employees to release their claims for unpaid wages as a condition to receiving their final paychecks. For example, prior to receiving her final paycheck, UMD required Ms. Garcia to sign a form attesting that, “[i]t reflects all amounts owed to me as of my termination date.” UMD compelled Ms. Garcia and other aggrieved employees to sign these false verifications when they, in fact, had not received all earned and unpaid wages, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums.

Ms. Garcia and other aggrieved employees are entitled to civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring UMD into compliance with Labor Code section 206.5, pursuant to Labor Code sections 2699(a), (f) and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001 provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

During the relevant time period, UMD, on a company-wide basis, required that Ms. Garcia and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for all of the costs of their work-related mobile device expenses. For example, Ms. Garcia and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including communicating with management, providers, and/or coworkers over phone calls and text messages regarding patient care and other work-related questions. Although UMD required Ms. Garcia and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, UMD failed to reimburse them for these costs.

UMD could have provided Ms. Garcia and other aggrieved employees with company mobile devices or UMD could have reimbursed employees for the costs of their mobile device usage. Instead, UMD passed these operating costs onto Ms. Garcia and other aggrieved employees. At all relevant times, Ms. Garcia did not earn at least two (2) times the minimum wage.

Thus, UMD had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring UMD into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

UMD failed to provide Ms. Garcia and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). UMD's failure to provide Ms. Garcia and other aggrieved employees with written notice of basic information regarding their employment with UMD is in violation of Labor Code section 2810.5.

Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring UMD into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." UMD, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Garcia's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Garcia seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Garcia, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against UMD for violations of California Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 510, 511, 512(a), 516, 1174(d), 1182.12, 1182.14, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Garcia seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Ninel Kocharyan

Copy: UNITED MEDICAL DOCTORS (via U.S. Certified Mail); UNITED MEDICAL DOCTORS RIVERSIDE COUNTY PC (via U.S. Certified Mail); UNITED MEDICAL DOCTORS SAN DIEGO PC (via U.S. Certified Mail); UNITED SAN DIEGO MINIMAL INVASIVE COLON AND RECTAL SURGERY MSO LLC (via U.S. Certified Mail); UNITED SURGERY CENTER CARLSBAD DOCS LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 5970 37

UNITED MEDICAL DOCTORS
28078 BAXTER RD STE 530
MURRIETA, CA 92563

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)

\$

☐ Return Receipt (electronic)

\$

☐ Cert

☐ Adj

☐ Adj

Postage

\$

Total

\$

Sent To

Street

City, State

Zip

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

City, State

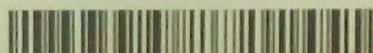
UNITED MEDICAL DOCTORS
28078 BAXTER RD STE 530
MURRIETA, CA 92563

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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

1. UNITED MEDICAL DOCTORS
28078 BAXTER RD STE 530
MURRIETA, CA 92563



9590 9402 8803 4005 5617 81

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5970 37

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

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

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 5970 44

**UNITED MEDICAL DOCTORS
RIVERSIDE COUNTY PC
28078 BAXTER ROAD, SUITE 530
MURRIETA, CA 92563**

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com™.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

GARCIA ✓
VMD
Postmark

**UNITED MEDICAL DOCTORS
RIVERSIDE COUNTY PC
28078 BAXTER ROAD, SUITE 530
MURRIETA, CA 92563**

PS Form 3811, January 2020 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

1.

**UNITED MEDICAL DOCTORS
RIVERSIDE COUNTY PC
28078 BAXTER ROAD, SUITE 530
MURRIETA, CA 92563**



9590 9402 8803 4005 5617 98

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5970 44

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

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™

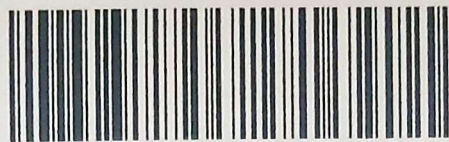
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

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

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 5970 51

UNITED MEDICAL
DOCTORS SAN DIEGO PC
28078 BAXTER ROAD, SUITE 530
MURRIETA, CA 92563

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com™.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)

\$

☐ Return Receipt (electronic)

\$

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

UNITED MEDICAL
DOCTORS SAN DIEGO PC
28078 BAXTER ROAD, SUITE 530
MURRIETA, CA 92563

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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

UNITED MEDICAL
DOCTORS SAN DIEGO PC
28078 BAXTER ROAD, SUITE 530
MURRIETA, CA 92563



9590 9402 8803 4005 5608 90

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5970 51

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

☐ Insured Mail

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

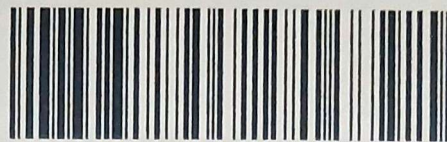
☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 5970 68

UNITED SAN DIEGO MINIMAL
INVASIVE COLON AND RECTAL
SURGERY MSO LLC
28078 BAXTER RD. SUITE 530
MURRIETA, CA 92563

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com™.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 5970 75

UNITED SURGERY CENTER
CARLSBAD DOCS LLC
28078 BAXTER RD. STE 530
MURRIETA, CA 92563

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com™.

OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

Garcia v.
VMD
Postmark

UNITED SURGERY CENTER
CARLSBAD DOCS LLC
28078 BAXTER RD. STE 530
MURRIETA, CA 92563

PS Form 3800, January 2023 PSN 7530-02-000-9947 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3.
- ☒ Print your name and address on the reverse so that we can return the card to you.

UNITED SURGERY CENTER
CARLSBAD DOCS LLC
28078 BAXTER RD. STE 530
MURRIETA, CA 92563



9590 9402 8803 4005 5609 06

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5970 75

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

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

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. 1. UNITED MEDICAL DOCTORS 28078 BAXTER RD STE 530 MURRIETA, CA 92563 9590 9402 8803 4005 5617 81 2. Article Number (Transfer from service label) 9589 0710 5270 0211 5970 37 PS Form 3811, July 2020 PSN 7530-02-000-9053		A. Signature X ☐ Agent ☐ Addressee Received by (Printed Name) C. Date of Delivery 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	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. 1. UNITED SAN DIEGO MINIMAL INVASIVE COLON AND RECTAL SURGERY MSO LLC 28078 BAXTER RD. SUITE 530 MURRIETA, CA 92563 9590 9402 8803 4005 5609 13 2. Article Number (Transfer from service label) 9589 0710 5270 0211 5970 68 PS Form 3811, July 2020 PSN 7530-02-000-9053		A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery 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	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. 1. UNITED MEDICAL DOCTORS RIVERSIDE COUNTY PC 28078 BAXTER ROAD, SUITE 530 MURRIETA, CA 92563 9590 9402 8803 4005 5617 98 2. Article Number (Transfer from service label) 9589 0710 5270 0211 5970 44 PS Form 3811, July 2020 PSN 7530-02-000-9053		A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery 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	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. 1. UNITED SURGERY CENTER CARLSBAD DOCS LLC 28078 BAXTER RD. STE 530 MURRIETA, CA 92563 9590 9402 8803 4005 5609 06 2. Article Number (Transfer from service label) 9589 0710 5270 0211 5970 75 PS Form 3811, July 2020 PSN 7530-02-000-9053		A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery 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	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. 1. UNITED MEDICAL DOCTORS SAN DIEGO PC 28078 BAXTER ROAD, SUITE 530 MURRIETA, CA 92563 9590 9402 8803 4005 5608 90 2. Article Number (Transfer from service label) 9589 0710 5270 0211 5970 51 PS Form 3811, July 2020 PSN 7530-02-000-9053		A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery 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 ☐ Insured Mail ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	