

LAW OFFICE OF
SHAFIEL A. KARIM, P.C.

SHAFIEL A. KARIM*
D (562) 653-6850

October 28, 2025

Labor & Workforce Development Agency
Attention: PAGA Administrator
151 Clay Street, Suite 801
Oakland, California 94612

VIA ELECTRONIC SUBMISSION

Re: Brandy Fernandez's Claims Against Employer Under Private Attorney
General Act (Cal. Lab. Code §§ 2698, et seq.)

Dear Sir or Madam:

We represent Brandy Fernandez in connection with her employment law claims against San Gabriel Valley Perinatal Medical Group, Inc. ("SGVPMG") from in or around March 14, 2025 to July 18, 2025. This letter is notice to Labor Workforce Development Agency ("LWDA") of Ms. Fernandez's claims under Labor Code section 2699.3(a). If LWDA elects not to investigate her claims, Ms. Fernandez will seek civil penalties against SGVPMG on behalf of herself, the aggrieved employees, and the State of California under Labor Code sections 201-203, 223, 226, 226.7, 246, 510, 512, 1174, 1182.12, 1198.5, 1199, 2698, et seq., and 2802.

SGVPMG blatantly disregarded the Labor Code and IWC Wage Order No. 4-2001. SGVPMG is liable to Ms. Fernandez, the aggrieved employees, and the State of California under the Private Attorney General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.) ("PAGA") for civil penalties unless LWDA enforces the Labor Code. Ms. Fernandez intends to seek civil penalties, accrued interest, attorney's fees and costs, and all other relief recoverable under PAGA, on behalf of herself, all aggrieved employees, and the State of California.

If SGVPMG has not availed of its right to cure its blatant Labor Code violations "more than three times in a 12-month period for the same violations or violations contained in this notice," this notice is also intended to permit it to cure its myriad blatant violations of the Labor Code under Labor Code section 2699.3(c)(2)(A). See Cal. Lab. Code § 2699.3(c)(2)(B).

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1. Statement of Facts

a. Individual Allegations

From March 14, 2025 to July 18, 2025 (“Employment Period”), SGVPMG employed Ms. Fernandez as a full-time Medical Assistant, a non-exempt hourly position; her initial and final rate of pay was \$18.50 per hour. Ms. Fernandez’s job duties including taking patient vital statistics and assist physicians with medical procedures.

SGVPMG required Ms. Fernandez to use her personal cell phone for work. In particular, SGVPMG required Ms. Fernandez to receive and respond to group text message threads with her superiors and co-workers to schedule future work shifts. SGVPMG did not reimburse Ms. Fernandez for being required to use her personal cell phone for work. SGVPMG also did not pay her for the off-the-clock work she performed by being required to receive, review, and reply to those group text message threads. Because SGVPMG required Ms. Fernandez, a full-time employee, to perform off-the-clock work without any pay, SGVPMG also failed/refused to pay her overtime when she worked more than eight hours in a workday or 40-hours in a workweek.

During the Employment Period, SGVPMG did not authorize or permit Ms. Fernandez to take an uninterrupted duty-free meal period after each five hours of work when she worked more than six hours in a workday. Instead, SGVPMG authorized/permitted Ms. Fernandez to take a meal period approximately one hour to 90 minutes before her eight hour shift was scheduled to end. On these occasions, SGVPMG did not pay Ms. Fernandez a meal period wage.

During the Employment Period, SGVPMG also did not authorize or permit Ms. Fernandez to take an uninterrupted duty-free rest period after every four hours of work or major fraction thereof. SGVPMG did not pay Ms. Fernandez a rest period wage on these occasions either.

From July 7, 2025 to July 15, 2025, Ms. Fernandez notified SGVPMG that she was sick and that she would be unable to work. SGVPMG did not pay Ms. Fernandez any paid sick time her sick leave.

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SGVPMG did not furnish Ms. Fernandez with accurate and/or sufficiently itemized wage statements during the Employment Period. In particular, SGVPMG did not include Ms. Fernandez's earned but unpaid off-the-clock wages, off-the-clock overtime, meal period wages, rest period wages, and/or paid sick leave.

On July 18, 2025, SGVPMG constructively terminated Ms. Fernandez. In particular, Ms. Fernandez could no longer tolerate SGVPMG's wage theft scheme and harassment and was forced to quit. Yet, SGVPMG did not pay Ms. Fernandez all of her earned but unpaid wages—inclusive of her off-the-clock work, off-the-clock overtime pay, meal and rest period wages, and sick pay—immediately thereafter or 72-hours thereafter. Indeed, to-date, SGVPMG has not paid Ms. Fernandez her earned but unpaid wages.

On July 30, 2025, Ms. Fernandez requested her payroll records and personnel file from SGVPMG via email. The last day for SGVPMG to produce Ms. Fernandez's payroll records and personnel file was August 20, 2025 and September 3, 2025, respectively. To-date, SGVPMG failed and/or refused to produce Ms. Fernandez's payroll records or personnel file.

As a courtesy, on September 4, 2025, Ms. Fernandez's counsel served a second request for her payroll records and personnel file, and served the request via Certified Mail, Return Receipt Requested. The United States Postal Service delivered the letter to SGVPMG on September 8, 2025. SGVPMG's last day to produce Ms. Fernandez's payroll records and personnel file was September 25, 2025 and October 8, 2025, respectively. To-date, SGVPMG failed and/or refused to produce Ms. Fernandez's payroll records or personnel file.

b. Aggrieved Employee Allegations

Ms. Fernandez is informed and believes that from March 14, 2025 to the present ("PAGA Period"), SGVPMG required the aggrieved employees to use their personal cell phones for work. In particular, SGVPMG required the aggrieved employees to receive and respond to group text message threads with superiors and co-workers to schedule future work shifts. SGVPMG did not reimburse the aggrieved employees for being required to use their personal cell phones for work. SGVPMG also did not pay the aggrieved employees for the off-the-clock work. Because SGVPMG required full-time

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aggrieved employees to perform off-the-clock work without any pay, SGVPMG also failed/refused to pay them overtime when they worked more than eight hours in a workday or 40-hours in a workweek.

Upon information and belief, during the PAGA Period, SGVPMG did not authorize or permit the aggrieved employees to take uninterrupted duty-free meal period after each five hours of work when the aggrieved employees worked more than six hours in a workday. Instead, SGVPMG authorized/permitted aggrieved employees to take a meal period approximately one hour to 90 minutes before their eight hour shift was scheduled to end. On these occasions, SGVPMG did not pay the aggrieved employees a meal period wage.

Upon information and belief, during the PAGA Period, SGVPMG did not authorize or permit the aggrieved employees to take uninterrupted duty-free rest periods after every four hours of work or major fraction thereof. SGVPMG did not pay the aggrieved employees a rest period wage on those occasions.

Since SGVPMG required the aggrieved employees to perform off-the-clock work to receive, review, and reply to text messages and because the aggrieved employees were required to work through their meal and/or rest periods during the PAGA Period, upon information and belief, the aggrieved employees worked more than eight hours in a workday and 40-hours in a workweek. But SGVPMG did not pay the aggrieved employees overtime pay for their respective off-the-clock overtime work.

Upon information and belief, during the PAGA Period, SGVPMG did not pay the aggrieved employees sick pay even though they had accrued sick pay under California law.

Upon information and belief, SGVPMG did not furnish the aggrieved employees with accurate and/or sufficiently itemized wage statements during the PAGA Period. In particular, SGVPMG did not include the aggrieved employees' respectively earned but unpaid off-the-clock wages, off-the-clock overtime pay, meal period wages, rest period wages, and/or paid sick leave.

Upon information and belief, during the PAGA Period, SGVPMG did not pay a subset of the aggrieved employees all of their respectively earned but unpaid wages—

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inclusive of their off-the-clock work, meal and rest period wages, and sick pay—immediately thereafter or 72-hours thereafter when they were terminated and/or voluntarily quit. To-date, SGVPMG has not paid the aggrieved employees their respectively earned but unpaid wages.

Upon information and belief, during the PAGA Period, a subset of the aggrieved employees requested their respective payroll records and/or personnel file from SGVPMG. SGVPMG failed and/or refused to timely produce those payroll records or personnel file.

2. Labor Code Violations

a. Failure to Pay At Least Minimum Wages in Violation of Cal. Lab. Code §§ 1182.12 and IWC Wage Order MW-2001

“The minimum wage for employees...is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” Cal. Lab. Code § 1197. If an employer pays an employee less than the applicable minimum wage, it is liable for civil penalties of \$100 “for each underpaid employee for each pay period for which the employee is underpaid” and \$250 “for each underpaid employee for each [subsequent] pay period for which the employee is underpaid.” Cal. Lab. Code § 1197.1(a).

The minimum wage for employers was \$13 to \$14 per hour in 2021 and \$14 to \$15 per hour beginning January 1, 2022. Cal. Lab. Code § 1182.12(b)(1). An employer that pays an employee less than the applicable statutory minimum wage is liable for “the full amount of...minimum wage or overtime compensation, including interest...reasonable attorney’s fees, and costs of suit.” Cal. Lab. Code § 1194. Such employees are also entitled to recover liquidated damages “in an amount equal to the wages unlawfully unpaid and interest thereon.” Cal. Lab. Code § 1194.2(a).

Here, SGVPMG required Ms. Fernandez and the aggrieved employees to receive and respond to group text message threads with their superiors and co-workers off-the-clock during the PAGA Period. SGVPMG did not pay Ms. Fernandez and the aggrieved employees at least minimum wage on these occasions.

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b. Secret Payment of Wages Lower Than Designated Scale in Violation of Cal. Lab. Code § 223

“Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawfully to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.” Cal. Lab. Code § 223.

Here, SGVPMG required Ms. Fernandez and the aggrieved employees to receive and respond to group text message threads with their superiors and co-workers off-the-clock during the PAGA Period. SGVPMG secretly did not pay Ms. Fernandez and the aggrieved employees at least minimum wage on these occasions

c. Failure to Pay Overtime in Violation of Cal. Lab. Code § 510 and IWC Wage Order No. 4-2001

If an employee works more than eight hours in a workday, 40-hours in a workweek, or seven consecutive days in a workweek, the employee is entitled to overtime compensation in the form of one and one-half times his or his regular rate of pay. Cal. Lab. Code § 510(a); 8 CCR 11040(3)(A)(1)(a). If an employee works more than twelve hours in a workday, that employee is entitled to twice their regular rate of pay. Cal. Lab. Code § 510(a); 8 CCR 11040(3)(A)(1)(b).

Here, SGVPMG failed/refused to pay Ms. Fernandez and full-time aggrieved employees overtime when they worked more than eight hours in a workday or 40-hours in a workweek during the PAGA Period. In particular, SGVPMG required Ms. Fernandez and full-time aggrieved employees to perform off-the-clock work to review and respond to text messages without any pay, including overtime pay.

d. Failure to Authorize or Permit Meal Breaks in Violation of Cal. Lab. Code §§ 226.7, 512 And 1198, and IWC Wage Order No. 4-2001

“The employment of any employee for longer hours than those fixed [by law]...is unlawful.” Cal. Lab. Code § 1198. “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes....” Cal. Lab. Code § 512(a). During a meal break, employers must relieve employees of all work. Cal. Lab. Code § 226.7(b); 8 CCR

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11040(11); *Brinker Restaurant Corp v. Superior Court* (2012) 53 Cal. 4th 1004, 1035-36; *In re Dear Mr. Rosenberg*, 1988 Cal. DLSE LEXIS 21 (Cal. DLSE, Jan. 5, 1988). If an employee works during a meal period, that employee is entitled to “one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal...period is not provided.” Cal. Lab. Code § 226.7(c); *Brinker Restaurant Corp.*, 53 Cal. 4th at 1039-40.

Here, SGVPMG did not authorize or permit Ms. Fernandez and the aggrieved employees to take an uninterrupted duty-free meal period after each five hours of work during the PAGA Period. Instead, SGVPMG authorized/permitted Ms. Fernandez and the aggrieved employees to take meal periods approximately one hour to 90 minutes before their respective eight-hour shifts were scheduled to end. On these occasions, SGVPMG did not pay Ms. Fernandez and the aggrieved employees meal period wages.

e. Failure to Authorize or Permit Rest Breaks in Violation of Cal. Lab. Code §§ 226.7, 1198 and 1199, and IWC Wage Order No. 4-2001

“The employment of any employee for longer hours than those fixed [by law]...is unlawful.” Cal. Lab. Code § 1198. Employers must authorize and permit employees a 10-minute uninterrupted paid rest break after four hours of work. 8 CCR 11040(12)(A). Specifically, employers must “relieve employees of all work-related duties and employer control” during an employee’s rest break. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal. 5th 257, 270. If an employer fails to authorize or permit an employee from taking their mandatory rest period, that employee is entitled to “one additional hour of pay at the employee’s regular rate of compensation for each workday that the...rest...period is not provided.” Cal. Lab. Code § 226.7(c).

Here, SGVPMG also did not authorize or permit Ms. Fernandez and the aggrieved employees to take an uninterrupted duty-free rest period after every four hours of work or major fraction thereof during the PAGA Period. SGVPMG did not pay Ms. Fernandez and the aggrieved employees a rest period wage on those occasions either.

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f. Failure to Furnish Accurate or Itemized Wage Statements in Violation Of Cal. Lab. Code § 226 And IWC Wage Order No. 4-2001

Employers must furnish accurate and itemized wage statements to employees semimonthly or at the time of payment of wages. Cal. Lab. Code § 226(a); 8 CCR 11040(7). A proper wage statement must enumerate, *inter alia*, gross wages earned and total hours worked. *Id.* Failure to furnish accurate and itemized wage statements entitles an employee to recover \$50 for the first violation, \$100 for each subsequent violation, up to a maximum penalty of \$4,000 plus attorney's fees and costs. Cal. Lab. Code §§ 226(e)(1) and 218.5; 8 CCR 11040(7); *Elliot v. Spherion Pac. Work, LLC*, 572 F. Supp. 2d 1169, 1181 (C.D. Cal. Aug. 13, 2008) (Labor Code section 226 is intended to prevent employee confusion about wages).

Here, SGVPMG did not furnish Ms. Fernandez and the aggrieved employees with accurate and/or sufficiently itemized wage statements during the PAGA Period. In particular, SGVPMG did not include Ms. Fernandez's and the aggrieved employees' respectively earned but unpaid wages, overtime pay, meal period wages, rest period wages, and/or paid sick leave.

g. Failure to Pay All Earned But Unpaid Wages Upon Separation of Employment in Violation of Cal. Lab. Code §§ 201 and 203

"If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Cal. Lab. Code § 201(a). Failure to pay all wages earned and unpaid at the time of discharge will "continue" for 30 days. Cal. Lab. Code § 203(a). Specifically, the continued unpaid wages or waiting time penalties "accrue not only on the days that the employee might have worked, but also on nonworkdays." *Mamika v. Barca* (1998) 69 Cal. App. 4th 487, 492-493. Waiting time penalties are computed by calculating the daily rate of pay "multiplied by the number of days of nonpayment, up to 30 days." *Id.*

The purpose and intent of Labor Code sections 201 and 203 "is to compel the prompt payment of earned wages." *Oppenheimer v. Sunkist Growers, Inc.* (1957) 153 Cal. App. 2d Supp. 897, 898-99. More specifically, "The object of the statutory plan is to encourage employers to pay amounts concededly owed by him to his discharged or

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terminated employee without undue delay and to hasten settlement of disputed amounts.” *Triad Data Services, Inc. v. Jackson* (1984) 153 Cal. App. Supp. 1, 11.

Here, SGVPMG did not pay Ms. Fernandez and a subset of the aggrieved employees all of their respectively earned but unpaid wages—inclusive of their off-the-clock work, overtime pay, meal and rest period wages, and sick pay—immediately thereafter or 72-hours thereafter when they were terminated and/or voluntarily quit. To-date, SGVPMG has not paid the Ms. Fernandez and the aggrieved employees their respectively earned but unpaid wages.

h. Failure to Reimburse Necessary Business Expenses In Violation Of Cal. Lab. Code § 2802 And IWC Wage Order No. 4-2001

Employers are required to indemnify employees for all necessary business expenses incurred on behalf of the employer. Cal. Lab. Code § 2802. For example, employers are required to reimburse an employee’s use of his or cell phone for work. *Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal. App. 4th 1137, 1140. An employer must even reimburse an employee for using his or cell phone for work even if the employee has unlimited cell phone minutes or data. *Tehrani v. Macy’s W. Stores, Inc.*, 2016 U.S. Dist. LEXIS 51713 at *24-25 (C.D. Cal. Apr. 18, 2016).

Here, SGVPMG required Ms. Fernandez and the aggrieved employees to use their respective personal cell phones for work during the PAGA Period. In particular, SGVPMG required Ms. Fernandez and the aggrieved employees to receive and respond to group text message threads with her superiors and co-workers to schedule future work shifts. SGVPMG did not reimburse Ms. Fernandez for being required to use her personal cell phone for work.

i. Failure to Maintain Accurate Payroll Records in Violation of Cal. Lab. Code § 1174 and IWC Wage Order No. 4-2001

Employers must keep accurate payroll records of, *inter alia*, total hours worked and applicable rates of pay, and meal periods. Cal. Lab. Code § 1174(c); 8 CCR 11040(7)(A). Accurate payroll records “facilitates...information-gathering” and is “necessary for the employees’ welfare.” *Tidewater Marine Western, Inc. v. Bradshaw* (1996) 14 Cal. 4th 557, 577; *California Manufacturers Assn. v. Industrial Welfare Com.*

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(1980) 109 Cal. App. 3d 95, 112. An employer's failure to maintain accurate payroll is a misdemeanor punishable by a \$500 civil penalty. Cal. Lab. Code §§ 1175(d) and 1174.5. This is so because an employer's failure to maintain accurate payroll records "affects a broad public interest." *Gould v. Maryland South Industries, Inc.* (1995) 31 Cal. App. 4th 1137, 1148-49.

Here, upon information and belief, SGVPMG willfully failed to maintain accurate payroll records for Ms. Fernandez and the aggrieved employees during the PAGA Period. Specifically, SGVPMG did not maintain records of Ms. Fernandez's and/or the aggrieved employees' total hours of off-the-clock work that they performed by reviewing and responding to text messages. SGVPMG also did not maintain accurate records of Ms. Fernandez's and/or the aggrieved employees' respective overtime pay rate and thus regular rates of pay, their actual meal and rest period wages, and/or their actual sick pay.

j. Failure to Produce Payroll Records in Violation of Cal. Lab. Code § 226

"An employer who receives a written or oral request to inspect or receive a copy of records...shall comply...no later than 21 calendar days from the date of the request." Cal. Lab. Code § 226(c). An employer that fails or refuses to comply with a payroll records request is liable for a \$750 statutory penalty to the requesting employee. Cal. Lab. Code § 226(f).

An employer is deemed to have received an employee's request for their payroll records even if the request is served via email. (*Ball v. Kotter* (7th Cir. 2013) 723 F. 3d 813, 831 ("A presumption exists that [emails are] all properly sent, received, and read."); *Kennell v. Gates* (8th Cir. 2000) 215 F.3d 825, 829 (mailbox rule application to email "analogous" to application of rule to "other forms of communications such as...electronic mail....").)

Here, Ms. Fernandez requested her payroll records on July 30, 2025 via email. The last day for SGVPMG to produce Ms. Fernandez's payroll records was August 20, 2025. To-date, SGVPMG failed and/or refused to produce Ms. Fernandez's payroll records or personnel file. Upon information and belief, during the PAGA Period, a subset of the aggrieved employees requested their respective payroll records from SGVPMG and it failed and/or refused to timely produce those payroll records.

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k. Failure to Produce Personnel File in Violation of Cal. Lab. Code § 1198.5

Employers are required to make an employee's "personnel records available for inspection...not later than 30 calendar days from the date the employer receives a written request..." (Cal. Lab. Code § 1198.5(b); 1998 Cal. DLSE LEXIS 8.) Personnel records include but are not limited to "the employee's performance or to any grievance concerning the employee." (Cal. Lab. Code § 1198.5(a).) Moreover, the term "personnel record" should be construed "broadly."¹ (*Wellpoint Health Networks, Inc. v. Superior Court* (1997) 59 Cal. App. 4th 110, 124.)

If an employer fails or refuses to comply with Labor Code section 1198.5(b), the employee is entitled to "recover a...\$750...penalty from the employer" and may sue to recover attorney's fees. (Cal. Lab. Code §§ 1198.5(k) and (j); *Johnson v. Winter* (1982) 127 Cal. App. 3d 435, 439 ("Labor Code section 1198.5... permit[s] an employee to inspect personnel files which are or have been used to determine that employee's qualifications for employment, promotion, additional compensation, or termination except for letters of reference."); Cal. DLSE Man. § 42.1.)

An employer is deemed to have received an employee's request for their personnel records even if the request is served via email. (*Ball*, 723 F. 3d at 831 ("A presumption exists that [emails are] all properly sent, received, and read."); *Kennell*, 215 F.3d at 829 (mailbox rule application to email "analogous" to application of rule to "other forms of communications such as...electronic mail...").)

Here, Ms. Fernandez requested her payroll records on July 30, 2025 via email. The last day for SGVPMG to produce Ms. Fernandez's personnel file was September 3, 2025. To-date, SGVPMG failed and/or refused to produce Ms. Fernandez's payroll records or personnel file. Upon information and belief, during the PAGA Period, a subset of the aggrieved employees requested their respective payroll records from SGVPMG and it failed and/or refused to timely produce those payroll records.

¹ The terms "and" and "or" should be construed in the inclusive sense, either disjunctively or conjunctively, as necessary to bring, within the scope of this request, any information that may otherwise be construed to be outside its scope. The term "each" includes "every" and vice versa. The terms "a," "an," and "any" include "all," and "all" includes "a," "an," and "any."

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I. PAGA Civil Penalties

An employer that violates a provision of the Labor Code is guilty of a misdemeanor punishable by a \$100 fine. Cal. Lab. Code § 1199. PAGA imputes a civil penalty of \$100 for each aggrieved employee per pay period for the initial Labor Code violation and \$200 per each aggrieved employee for each subsequent violation. Cal. Lab. Code § 2699(f)(2). Moreover, an employee who asserts PAGA claims in a representative capacity is entitled to recover reasonable attorney's fees and costs. Cal. Lab. Code § 2699(g); *see, also* Cal. Lab. Code § 218.5.

Here, SGVPMG violated, *inter alia*, Labor Code sections 201-203, 223, 226, 226.7, 246, 510, 512, 1174, 1182.12, 1198.5, 1199, and 2802 during the PAGA Period, which are predicate violations of PAGA that trigger civil penalty liability.

Please review Ms. Fernandez's notice and act against SGVPMG as soon as possible. If LWDA declines to act against SGVPMG, please notify this office so that Ms. Fernandez may seek civil penalties, accrued interest, attorney's fees and costs, and all other relief recoverable under PAGA on behalf of herself, all aggrieved employees, and the State of California.

Sincerely,

LAW OFFICE OF SHAFIEL A. KARIM,
P.C.



Shafiel A. Karim
Attorney at Law

cc: San Gabriel Valley Perinatal Medical Group, Inc.
Attention: Legal Department
1135 South Sunset Avenue, Suite 208
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San Gabriel Valley Perinatal Medical Group, Inc.

Attention: Legal Department

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