



November 25, 2025

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAFilings@dir.ca.gov

Re: Private Attorneys General Act of 2004 Notice

Employee(s): Debbie Eula'jah Williams

Employer: Prime Healthcare Services – San Dimas, LLC d/b/a San Dimas Community Hospital and Related Entities

Dear PAGA Administrator:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698, *et seq.*, Debbie Williams (“Ms. Williams” or “Claimant”) intends to bring a civil action against Prime Healthcare Services - San Dimas, LLC d/b/a San Dimas Community Hospital (“SDCH” or “the Employer”) and Does 1-10, individually and on behalf of the State of California and all other Aggrieved Employees. This letter serves as Claimant’s written notice pursuant to Labor Code § 2699.3(a)(1), providing the Labor and Workforce Development Agency (“LWDA”) the opportunity to investigate the alleged claims contained herein of the specific provisions of the Labor Code allegedly violated by the Employer and the facts and theories in support of said allegations. This information contained herein is based on currently possessed information and belief.

If the LWDA does not intend to investigate the alleged violations, Claimant intends to file a representative civil action for PAGA penalties on behalf of herself and all other Aggrieved Employees of the Employer and shall seek civil penalties under the PAGA. A copy of this Notice is being sent concurrently to the Employer.

Identity of Aggrieved Employees

Ms. Williams, an aggrieved employee, intends to bring a civil action against SDCH pursuant to PAGA on behalf of herself and other aggrieved employees. Specifically, the Aggrieved Employees at issue here are all of SDCH's current and former non-exempt, hourly-paid employees with direct patient care responsibilities who worked in California at any time during the relevant limitations period.

Ms. Williams intends to pursue PAGA civil penalties on her own behalf, on behalf of the State of California, and on behalf of other current and former non-exempt employees of SDCH who performed direct patient care work during the relevant time period (the "Aggrieved Employees"). The names of Aggrieved Employees (other than Ms. Williams) are contained within the personnel and/or business records of SDCH.

Background of SDCH:

SDCH operates a hospital business in San Dimas, California. SDCH provides healthcare services to patients, including telemetry unit operations and direct patient care services. SDCH operates within the State of California and regularly employs over 300 workers in the State of California. SDCH has employed/jointly employed Aggrieved Employees (including Claimant) to perform work and services in furtherance of its business and joint enterprise interests.

Background of Aggrieved Employees:

Ms. Williams was employed by SDCH as a Unit Secretary/Monitor Tech from approximately April 2025 through July 2025. SDCH classified Ms. Williams as a non-exempt employee and paid her on an hourly rate basis of \$23.00 per hour. Ms. Williams also earned shift differentials of \$1-to-\$2 per hour for night shifts and weekend shifts during her tenure. On average, Ms. Williams worked 12-hour shifts, three days per week (an overall average of approximately 36 hours per workweek).

As a Unit Secretary/Monitor Tech, Ms. Williams performed dual roles simultaneously in the telemetry unit, with responsibilities including direct patient care, monitoring patient telemetry, admitting and discharging patients, preparing charts, and assembling monitor boxes for new admissions. Ms. Williams utilized the hospital's internal computer system for charting, which created timestamped records of her activities.

The Aggrieved Employees, like Ms. Williams, are SDCH's current and former non-exempt, hourly-paid employees with direct patient care responsibilities. Like Ms. Williams, the Aggrieved Employees are non-exempt employees, are paid by the hour, and work varying shift schedules, including 12-hour shifts. SDCH, however, did not pay Ms. Williams or other Aggrieved Employees proper daily overtime wages for hours worked over 8 hours per day. SDCH also failed to properly incorporate shift differentials into Ms. Williams's and other Aggrieved Employees'

regular rate of pay for overtime calculations. SDCH further failed to provide compliant meal and rest periods to Ms. Williams and other Aggrieved Employees, made unauthorized deductions from their sick pay and vacation time, and failed to provide accurate itemized wage statements.

At all relevant times at least one year prior to the date of this Notice, SDCH subjected Ms. Williams and other Aggrieved Employees to policies and practices that caused the violations of the Labor Code as described herein. Ms. Williams now seeks civil penalties on behalf of all Aggrieved Employees and the State of California based on the alleged violations of the Labor Code and applicable IWC Wage Order(s), including civil penalties pursuant to Labor Code § 558(a). Ms. Williams's claims are set forth in further detail below.

For reasons set forth herein, Ms. Williams alleges the following violations of the Labor Code and applicable IWC Wage Order on behalf of herself and all other non-exempt Aggrieved Employees of SDCH:

1. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194)
2. Failure to Provide Meal Periods (Lab. Code § 512)
3. Failure to Provide Rest Periods (Lab. Code § 226.7)
4. Violation of Paid Sick Leave Requirements (Lab. Code § 248.5)
5. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a))
6. Failure to Maintain Required Employment Records (Lab. Code §§ 1174, 1174.5, 1198.5)
7. Failure to Timely Pay All Wages Upon Separation of Employment (Lab. Code §§ 201-204)

Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194)

Labor Code § 510 and the applicable IWC Wage Order(s) require employers to pay employees one and one-half times their regular rate of pay for all hours worked in excess of eight hours per day, and double the employee's regular rate of pay for all hours worked in excess of twelve hours per day. This obligation is non-waivable and protects employees from exploitation through excessive work hours without proper compensation. Claimant asserts this Cause of Action solely for civil penalties under PAGA, as provided by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps in Labor Code § 2699.3.

SDCH subjected Ms. Williams and other Aggrieved Employees to a systematic "Daily Overtime Policy" under which they regularly worked 12-hour shifts but were paid only straight time for hours worked beyond eight hours per day. Instead of receiving time-and-a-half compensation for hours 9 through 12 of each 12-hour shift, Ms. Williams and the Aggrieved Employees received only their base hourly rate. Ms. Williams regularly worked three 12-hour shifts per week (approximately 36 hours per workweek) throughout her employment from April 2025 through July 2025, yet SDCH's payroll records demonstrate only minimal overtime time payments of approximately half an hour on April 18, 2025 and three-quarters of an hour on May 30, 2025. These minimal payments do not reflect proper daily overtime compensation for the systematic pattern of 12-hour shifts worked throughout her employment.

Upon information and belief, SDCH subjected other Aggrieved Employees working similar 12-hour shift schedules to this same Daily Overtime Policy, thereby failing to pay them one and one-half times their regular rates of pay for all daily overtime hours worked (hours 9-12) and/or two times their regular rates of pay for any daily double time hours worked (hours beyond 12). SDCH knew, or with the exercise of reasonable diligence would have known, that Ms. Williams and the Aggrieved Employees regularly worked in excess of eight hours per day but failed to compensate them at the legally required overtime rates.

Further compounding these overtime violations, SDCH failed to properly incorporate shift differentials into the regular rate of pay calculation for Ms. Williams and other Aggrieved Employees. Ms. Williams received shift differentials of \$1-to-\$2 per hour for night shifts and weekend shifts in addition to her base hourly rate of approximately \$21 per hour (total rate of \$23 per hour). Under SDCH's "Regular Rate Policy," these shift differentials were not properly included in calculating the regular rate of pay for purposes of determining overtime compensation rates. As a result, during workweeks in which SDCH paid any overtime compensation at all, SDCH under-calculated the overtime rates of pay and failed to pay all overtime wages owed to Ms. Williams and other Aggrieved Employees.

This Cause of Action seeks civil penalties on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Timely or Compliant Meal Periods (Lab. Code § 512)

Labor Code § 512 and the applicable IWC Wage Order(s) impose a non-waivable duty on the Employer to provide timely, uninterrupted meal periods of not less than thirty minutes for qualifying shifts and to ensure that employees are relieved of all duty during such periods. Specifically, employers must provide one uninterrupted 30-minute meal period when employees work more than five hours per day and a second uninterrupted 30-minute meal period when employees work more than ten hours per day. This obligation prohibits policies or practices that deny, delay, interrupt, or discourage meal breaks in violation of statutory or IWC requirements. Claimant asserts this Cause of Action solely for civil penalties under PAGA, as provided by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps in Labor Code § 2699.3.

Pursuant to SDCH's "Meal Break Policy," Ms. Williams and other Aggrieved Employees regularly performed their duties for the Employer during 12-hour shifts without being provided a second meal period before the tenth hour of work. Ms. Williams received only one 30-minute unpaid meal break during her 12-hour shifts, despite being legally entitled to a second meal period

for shifts exceeding ten hours. During the hiring process, SDCH required Ms. Williams to sign a waiver refusing the second meal period required for shifts over ten hours. However, despite requiring this waiver, SDCH failed to pay Ms. Williams the required premium wages (one additional hour of pay at her regular rate) for each workday on which the second meal period was waived.

The factual circumstances of Ms. Williams's work as a Unit Secretary/Monitor Tech in the telemetry unit made it virtually impossible for her to take bona fide meal breaks when working alone. Ms. Williams performed dual roles simultaneously, monitoring patient telemetry, admitting and discharging patients, preparing charts, and assembling monitor boxes for new admissions. When Ms. Williams was the only staff member on duty in her position, she could not be completely relieved of all duties during meal periods due to direct patient care responsibilities and monitoring requirements. SDCH knew, or with the exercise of reasonable diligence would have known, that employees working alone in this capacity could not take compliant meal breaks, yet SDCH failed to provide relief coverage or pay premium wages as required by law.

Upon information and belief, SDCH subjected other Aggrieved Employees to its Meal Break Policy, similarly failing to provide second meal periods for shifts over ten hours, requiring waivers without premium pay, and failing to ensure employees working alone or as the only staff member in a unit could take bona fide meal periods completely relieved of all duties.

This Cause of Action seeks civil penalties on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Timely or Compliant Rest Periods (Lab. Code § 226.7)

Labor Code § 226.7 and the applicable IWC Wage Order(s) require employers to authorize and permit employees to take a net ten-minute paid rest period for every four hours worked or major fraction thereof. Employers must provide employees with uninterrupted rest periods during which they are completely relieved of all work duties and remain free from employer control. Claimant asserts this Cause of Action solely for civil penalties under PAGA, as provided by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps in Labor Code § 2699.3.

Throughout the relevant time period, pursuant to SDCH's "Rest Break Policy," Ms. Williams and other Aggrieved Employees were systematically denied their statutory 10-minute rest breaks for every four hours worked or major fraction thereof. During Ms. Williams's 12-hour shifts, she was entitled to rest periods but could only take them when working with another employee or

when someone was floated from another department to provide coverage. When Ms. Williams worked alone in the telemetry unit, which occurred regularly, SDCH made no alternative arrangements for rest break coverage and did not provide premium pay compensation for the missed breaks.

SDCH knowingly pressured Ms. Williams and other Aggrieved Employees to continue working without breaks by maintaining work schedules and staffing practices that did not allow for uninterrupted rest periods and by disregarding the need to establish or communicate any policy permitting rest breaks when employees worked alone. SDCH knew, or with the exercise of reasonable diligence would have known, about these work schedules and staffing requirements but failed to provide relief or pay premium wages (one additional hour of pay at the regular rate for each workday that rest periods were not provided). SDCH failed to take steps to ensure compliance with rest period requirements, resulting in Ms. Williams and other Aggrieved Employees consistently working shifts without receiving proper rest breaks.

Upon information and belief, SDCH subjected other Aggrieved Employees to its Rest Break Policy, similarly denying them uninterrupted 10-minute rest breaks when they worked alone or without adequate staffing coverage, and failing to pay premium wages for missed rest periods.

This Cause of Action seeks civil penalties on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Pay All Wages Owed (Lab. Code § 204)

Labor Code § 204 and applicable IWC Wage Order(s) require that employers pay all wages earned by any person twice during each calendar month on pre-designated pay days. This includes all regular wages, overtime wages, and premium pay for missed or non-compliant meal and rest periods.

As a result of SDCH's Daily Overtime Policy, Regular Rate Policy, Meal Break Policy, and Rest Break Policy described above, SDCH owed Ms. Williams and other Aggrieved Employees: (1) unpaid overtime wages at time-and-a-half for hours worked over eight per day; (2) properly calculated overtime wages incorporating shift differentials into the regular rate; (3) premium payments (one hour of pay at the regular rate) for each workday in which SDCH failed to provide a compliant second meal period for shifts over ten hours; and (4) premium payments (one hour of pay at the regular rate) for each workday in which SDCH failed to provide compliant rest periods.

SDCH failed to pay these wages and premium payments on the designated paydays during Ms. Williams's employment and the employment of other Aggrieved Employees. The wage statements provided to Ms. Williams and other Aggrieved Employees did not reflect proper overtime compensation for daily hours worked over eight, did not show meal period premiums for missed second meal breaks, and did not show rest period premiums for missed rest breaks. Accordingly, SDCH failed to pay all wages owed to Ms. Williams and other Aggrieved Employees as required under Labor Code § 204.

Failure to Pay All Wages Owed Upon Separation of Employment (Lab. Code §§ 201-204)

Labor Code §§ 201-204 require employers to pay all earned wages to their employees who leave their employment within specific periods of time depending on whether the separation of employment was voluntary or involuntary. All earned wages include unpaid regular wages, unpaid overtime wages, accrued vacation time, and all premium pay owed for non-compliant meal and rest periods.

When Ms. Williams's employment ended on July 24, 2025, SDCH failed to pay all wages owed to her, including: (1) unpaid daily overtime wages for the four hours of overtime worked on each 12-hour shift throughout her employment; (2) additional overtime wages based on proper incorporation of shift differentials into her regular rate of pay; (3) meal period premium wages for missed second meal breaks during 12-hour shifts; (4) rest period premium wages for the documented dates when rest breaks were denied (including May 9, 11, 23, 25, and 28; June 2, 4, 13, 19, 25, and 30; and July 3, 9, and 10, 2025); and (5) her remaining 22 hours of accrued vacation time at the proper rate.

Ms. Williams received a final paycheck of approximately \$700, which appears to have included only partial payout of vacation time and her final hours worked, but did not include all unpaid overtime premiums and meal/rest period premiums that had accrued throughout her employment. As a result of SDCH's Daily Overtime Policy, Regular Rate Policy, Meal Break Policy, Rest Break Policy, and Sick Pay Policy, SDCH failed to pay all wages due to Ms. Williams upon separation of employment.

Upon information and belief, SDCH likewise failed to pay all wages owed when other Aggrieved Employees left their employment, including failing to pay unpaid overtime wages, meal period premiums, rest period premiums, and properly calculated final compensation.

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Violation of Paid Sick Leave Requirements (Lab. Code § 248.5)

Labor Code § 248.5 and the applicable IWC Wage Order(s) impose a non-waivable duty on the Employer to provide, track, and allow use of paid sick leave for qualifying absences, to accurately report sick leave balances, and to refrain from retaliating against employees for using or requesting paid sick leave. This obligation prohibits any policy or practice that denies, limits, fails to accrue, miscalculates, or fails to pay for sick leave in accordance with statutory requirements, and mandates compliance with all paid sick leave notice, accrual, usage, and anti-retaliation provisions. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling steps in Labor Code § 2699.3.

In May 2025, Ms. Williams began her employment with SDCH with a balance of 60 hours of paid sick leave designated as "C-P-S-L" (California Paid Sick Leave). Ms. Williams properly requested and used paid sick leave on June 17, 2025 and June 26, 2025, personally entering these legitimate call-offs into the system with appropriate notice and documentation (including doctor's notes). However, beginning in July 2025, SDCH supervisors systematically deducted sick leave from Ms. Williams's accruals without her authorization for absences not classified as sick leave under Labor Code § 248.5. Specifically, on July 15, 18, 20, and 23, 2025, SDCH automatically applied sick leave deductions for absences related to non-illness issues such as car trouble, without obtaining Ms. Williams's consent or authorization.

The Employer treated these protected sick leave absences as unexcused absences or no-call/no-shows despite Ms. Williams's proper notification and documentation. SDCH failed to provide or credit the full amount of paid sick leave to which Ms. Williams was entitled and issued disciplinary actions against Ms. Williams for these absences, knowingly interfering with her right to paid sick leave. Ms. Williams discovered these unauthorized deductions only after reviewing her accrual balance and questioning coworkers, who confirmed that employees were expected to self-report time off rather than having supervisors enter deductions without employee knowledge or authorization.

Upon information and belief, other Aggrieved Employees were also subject to SDCH's policies or practices that discouraged or penalized the use of paid sick leave, including systematic unauthorized deductions by supervisors and treatment of protected leave as disciplinable absences.

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Evidence substantiating violation of paid sick leave requirements and its uniform application may include written policies and handbooks, training materials, paid sick leave accrual and usage logs, timekeeping and scheduling exports (including "Shiftwizard" records), payroll registers and wage statements showing "C-P-S-L" deductions, sick leave balance reports, emails or messages regarding time-off entries, and personnel or payroll files for Aggrieved Employees.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Maintain Accurate Payroll Records (Lab. Code §§ 1174, 1174.5, 1198.5)

Labor Code §§ 1174, 1174.5, and 1198.5, as well as the applicable IWC Wage Order(s), impose a non-waivable duty on the Employer to accurately keep, maintain, and preserve complete payroll records showing hours worked, wages paid, and other required data for each employee for a period of at least three years. This duty includes ensuring that such records are available for inspection and copying by employees and state officials upon request. Any policy or practice that causes records to be missing, incomplete, inaccurate, or not produced as required constitutes a violation. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling steps set forth in Labor Code § 2699.3.

SDCH failed to maintain complete and accurate payroll records reflecting Ms. Williams's and other Aggrieved Employees' hours worked, wages paid, overtime hours, meal and rest break periods, and sick leave usage. The Employer's payroll records did not accurately track daily overtime hours worked beyond eight hours per day, did not properly incorporate shift differentials into regular rate calculations for overtime purposes, did not document missed meal and rest periods requiring premium pay, and did not accurately record authorized versus unauthorized sick leave and vacation time deductions. Ms. Williams was unable to access her timekeeping and payroll records after her employment ended on July 24, 2025, as SDCH controlled the "Shiftwizard" timekeeping system and hospital internal computer systems necessary for retrieving these records.

SDCH knowingly failed to produce or retain accurate payroll data for inspection by Ms. Williams and other Aggrieved Employees, impeding their ability to verify pay and hours. The Employer's records showed unexplained pay codes such as "flexed NP" (no pay) and "flex W/V" without proper documentation or explanation, with 12 hours of "flexed NP" appearing on Ms. Williams's May 16, 2025 pay stub with zero compensation, only to have the same hours paid out later on her final paycheck, demonstrating gaps and inaccuracies in recordkeeping that prevented employees from verifying the correctness of their compensation.

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Evidence substantiating failure to maintain payroll records and its uniform application may include written policies and handbooks, training materials, timekeeping and scheduling exports from "Shiftwizard" and other systems, payroll registers and wage statements, audit logs, emails or messages, and personnel or payroll files that document deficiencies, gaps, inaccuracies, or denials of access regarding payroll records for Aggrieved Employees.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a))

Labor Code § 226(a) and the applicable IWC Wage Order(s) impose a non-waivable duty on the Employer to furnish each employee with accurate, itemized wage statements that set forth all required information, including hours worked, wages earned, pay periods, deductions, and employer identification details. The Employer must not adopt any policy or practice that results in missing, incomplete, or inaccurate wage statements, or otherwise frustrates employees' ability to verify and understand their compensation. Claimant asserts this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps in Labor Code § 2699.3.

Ms. Williams and other Aggrieved Employees did not receive wage statements that accurately reflected all hours worked, pay rates, deductions, and other legally required information. SDCH issued wage statements to Ms. Williams that contained omissions and inaccuracies, including: (1) failure to accurately reflect all hours worked beyond eight hours per day as overtime hours; (2) failure to properly show overtime rates incorporating shift differentials; (3) unexplained and confusing pay codes such as "flexed NP" (no pay) and "flex W/V"; (4) the May 16, 2025 pay stub showing 12 hours of "flexed NP" with zero compensation, later corrected on the final paycheck; and (5) failure to reflect meal period premium pay and rest period premium pay owed.

These wage statement deficiencies prevented Ms. Williams and other Aggrieved Employees from confirming the correctness of their pay, understanding their compensation structure, and verifying that they were being paid correctly for all hours worked. The Employer's actions frustrated Claimant's ability to track wages earned and ensure payment for all work performed.

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct

the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Evidence substantiating wage-statement violations and their uniform application may include written policies and handbooks, training materials, timekeeping and scheduling exports from "Shiftwizard," payroll registers and wage statements, error or exception logs, emails or messages, and personnel or payroll files for Aggrieved Employees.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Attorneys' Fees, Costs, Interest, and Civil Penalties

Labor Code §§ 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.*, give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, civil penalties under PAGA, interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code § 2699(m), Aggrieved Employees are entitled to collect 35% of the civil penalty assessment, with the remaining 65% distributed to the LWDA. Accordingly, Employer is liable for these items in addition to any unpaid wages and penalties. Claimant has already incurred and will continue to incur actual damages, costs, and attorney's fees as a result of Employer's unlawful actions.

Conclusion and Reservation of Rights

Ms. Williams is represented by Laurel Employment Law APC, a law firm with offices in Santa Monica, California. Laurel Employment Law APC has extensive experience in the successful litigation and resolution of employment and representative actions. A description of the work, mission, and credentials of the firm can be found at www.laurelemploymentlaw.com. Ms. Williams and her counsel are committed to zealously pursuing redress on behalf of the State of California and all other similarly situated employees for the violations and civil penalties set forth above.

If the State of California intends to investigate the matters set forth herein, please notify our offices as soon as possible, as prompt administrative action will enable the unlawful identified practices to be rectified in a timely manner and benefit all affected workers. We request that the LWDA notify counsel as soon as possible if it intends to investigate the matters set forth in this notice.

Pursuant to Labor Code §§ 2698, *et seq.* (PAGA), if the State of California does not send notification of its intent to investigate the alleged violations set forth herein within sixty-five (65) calendar days from the postmark date of this notice, then Claimant reserves the right to file a PAGA

cause of action in superior court seeking all available damages, penalties, and remedies, as well as attorneys' fees, interest, and costs against Employer, as permitted under the PAGA.

Should the State of California require any additional information, please do not hesitate to contact the undersigned. If I can be of any assistance, please do not hesitate to contact me. We would appreciate hearing from the LWDA at its earliest convenience, and we thank you for your careful consideration of this matter.

Sincerely,



William Hogg (SBN 338196)

LAUREL EMPLOYMENT LAW

808 Wilshire Blvd., Ste. 200

Santa Monica, California 90401

Tel: (323) 551-9221

william@laurelemploymentlaw.com

CC via Certified Mail:

Prime Healthcare Services - San Dimas, LLC

c/o Registered Agent: Cogency Global, Inc.

1325 J Street, Suite 1550

Sacramento, California 95814