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SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONO
BY: JPW

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

ROSALBA DIAZ-SANDOVAL,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiff,

v.

SOUTHERN MONO HEALTHCARE
DISTRICT, a California corporation; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: 22UCM45

**SECOND AMENDED CLASS,
REPRESENTATIVE AND
COLLECTIVE ACTION COMPLAINT
FOR DAMAGES**

- (1) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (2) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (3) Violation of California Labor Code §§ 226.7, 512(a) and 512.1 (Unpaid Meal Period Premiums);
- (4) Violation of California Labor Code § 226.7 and 512.1 (Unpaid Rest Period Premiums);
- (5) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements)
- (6) Violation of California Labor Code §§ 2698, *et seq.* (Private Attorneys General Act of 2004); and
- (7) Violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs ROSALBA DIAZ-SANDOVAL and STEVEN CONDE (“Plaintiffs,” “Plaintiff Diaz-Sandoval,” and “Plaintiff Conde”), individually, and on behalf of other members of the general public similarly situated and/or similarly aggrieved, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought as a class action pursuant to Code of Civil Procedure section 382; a representative action pursuant to the Private Attorneys General Act (“PAGA”), Labor Code sections 2698, *et seq.*; and a collective action pursuant to the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* The monetary damages, penalties, and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Mono. The majority of the acts and omissions alleged herein relating to Plaintiffs took place in the State of California, County of Mono. Defendants employed Plaintiffs within the State of California, County of Mono.

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PARTIES

5. Plaintiff Diaz-Sandoval is an individual residing in the State of California, County of Mono. Plaintiff Conde is an individual residing in the State of California, County of Tulare.

6. Defendant SOUTHERN MONO HEALTHCARE DISTRICT, at all times herein mentioned, is and was, upon information and belief, a California corporation, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of Mono.

7. At all relevant times, Defendant SOUTHERN MONO HEALTHCARE DISTRICT was the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants SOUTHERN MONO HEALTHCARE DISTRICT and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each defendant designated herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs, who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the Defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs and the other class members and aggrieved employees as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

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10. Defendants SOUTHERN MONO HEALTHCARE DISTRICT and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs, the other class members and aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who were employed by Defendants within the State of California at any time during the period from May 6, 2019, through December 26, 2023.

14. Plaintiffs reserve the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time. However, the class is estimated to be greater than seven hundred (700) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

b. Typicality: Plaintiffs’ claims are typical of all other class members’ claims as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.

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1 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
2 each class member, with whom they have a well-defined community of
3 interest and typicality of claims, as demonstrated herein. Plaintiffs have
4 no interest that is antagonistic to the other class members. Plaintiffs'
5 attorneys, the proposed class counsel, are versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiffs have
7 incurred, and during the pendency of this action will continue to incur,
8 costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of
10 each class member.

11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.

14 e. Public Policy Considerations: Certification of this lawsuit as a class
15 action will advance public policy objectives. Employers of this great
16 state violate employment and labor laws every day. Current employees
17 are often afraid to assert their rights out of fear of direct or indirect
18 retaliation. However, class actions provide the class members who are
19 not named in the complaint anonymity that allows for the vindication of
20 their rights.

21 16. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The following common
23 questions of law or fact, among others, exist as to the members of the class:

24 a. Whether Defendants' failure to pay wages, without abatement or
25 reduction, in accordance with the Labor Code, was willful;

26 b. Whether Defendants failed to pay their hourly-paid or non-exempt
27 employees within the State of California for all hours worked and missed
28 meal periods and rest breaks in violation of the law;

- 1 c. Whether Defendants required Plaintiffs and the other class members to
2 work over forty (40) hours per week and failed to pay the legally required
3 overtime compensation to Plaintiffs and the other class members;
- 4 d. Whether Defendants properly calculated the regular rate of pay for
5 Plaintiffs and the other class members who worked overtime, were paid
6 meal and/or rest break premium pay, were paid sick pay, and earned
7 incentive pay and/or other non-discretionary compensation;
- 8 e. Whether Defendants deprived Plaintiffs and the other class members of
9 meal and/or rest periods or required Plaintiffs and the other class
10 members to work during meal and/or rest periods without compensation;
- 11 f. Whether Defendants failed to pay minimum wages to Plaintiffs and the
12 other class members for all hours worked;
- 13 g. Whether Defendants failed to timely pay all wages due to Plaintiffs and
14 the other class members during their employment;
- 15 h. Whether Defendants complied with wage reporting as required by the
16 Labor Code, including, inter alia, section 226;
- 17 i. Whether Defendants' conduct was willful or reckless;
- 18 j. The appropriate amount of damages, restitution, and/or monetary
19 penalties resulting from Defendants' violation of the law; and
- 20 k. Whether Plaintiffs and the other class members are entitled to
21 compensatory damages pursuant to the Labor Code and/or the federal
22 Fair Labor Standards Act.

23 **GENERAL ALLEGATIONS**

24 17. During the relevant time period set forth herein, Defendants employed Plaintiffs
25 and other persons as hourly-paid or non-exempt employees within the State of California.

26 18. Defendants, jointly and severally, employed Plaintiffs as hourly-paid, non-
27 exempt employees during the relevant time period in the State of California, County of Mono.

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1 19. Defendants had the authority to hire and terminate Plaintiffs and the other class
2 members/aggrieved employees; to set work rules and conditions governing Plaintiffs' and the
3 other class members'/aggrieved employees' employment; and to supervise their daily
4 employment activities.

5 20. Defendants exercised sufficient authority over the terms and conditions of
6 Plaintiffs' and the other class members'/aggrieved employees' employment for them to be
7 joint employers of Plaintiffs and the other class members/aggrieved employees.

8 21. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
9 class members/aggrieved employees.

10 22. Defendants continue to employ hourly-paid or non-exempt employees within the
11 State of California.

12 23. Plaintiffs and the other class members/aggrieved employees worked over eight
13 (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

14 24. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid
16 or non-exempt employees within the State of California, including Plaintiffs, class members
17 and aggrieved employees. This scheme involved, *inter alia*: (a) failing to pay wages and
18 overtime compensation for all hours worked; (b) requiring, permitting, or suffering employees
19 to work off the clock; (c) improperly rounding the time records and underpaying wages owed;
20 (d) improperly failing to pay for time spent undergoing COVID-19 pre-screening procedures;
21 (e) requiring, permitting, or suffering employees to work through meal and rest periods; (f)
22 illegally and inaccurately recording time in which employees worked; (g) failing to properly
23 maintain employee records; (h) failing to maintain accurate and itemized wage statements; (h)
24 failing to timely pay wages upon termination; and (i) failing to pay all wages and other
25 compensation at the appropriate rate of pay including, but not limited to, failing to adjust the
26 rate of pay to account for non-discretionary bonuses and incentives including, but not limited
27 to, shift differentials, on-call payments and other forms of non-discretionary compensation.

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25. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members/aggrieved employees were entitled to receive at least minimum wages for compensation and that Plaintiffs and the other class members/aggrieved employees were not receiving at least minimum wages for all hours worked.

26. During the relevant time period set forth herein, Defendants failed to pay Plaintiffs and the other class members/aggrieved employees at least minimum wages for all hours worked.

27. Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 1194 and 1197)

(Against SOUTHERN MONO HEALTHCARE DISTRICT and DOES 1 through 100)

28. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 27, and each and every part thereof with the same force and effect as though fully set forth herein.

29. During the relevant time period set forth herein, Labor Code sections 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed, is unlawful.

30. During the relevant time period set forth herein, Defendants failed to pay minimum wages to Plaintiffs and the other class members as required, pursuant to Labor Code sections 1194 and 1197.

31. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiffs and other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

32. Pursuant to Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against SOUTHERN MONO HEALTHCARE DISTRICT and DOES 1 through 100)

33. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 32, and each and every part thereof with the same force and effect as though fully set forth herein.

34. Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

35. The applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other class members employed by Defendants, who work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

36. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and the other class members overtime compensation at a rate of two times their regular rates of pay for all hours worked in excess of twelve (12) hours in a day.

37. Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

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1 38. During the relevant time period set forth herein, Plaintiffs and the other class
2 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in
3 a week.

4 39. During the relevant time period set forth herein, Defendants intentionally and
5 willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

6 40. Defendants' failure to pay Plaintiffs and the other class members the unpaid
7 balance of overtime compensation, as required by the laws, violates the provisions of Labor
8 Code sections 510 and 1198, and is unlawful.

9 41. Pursuant to Labor Code section 1194, Plaintiffs and the other class members are
10 entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys'
11 fees.

12 **THIRD CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 226.7, 512(a), and 512.1)**

14 **(Against SOUTHERN MONO HEALTHCARE DISTRICT and DOES 1 through 100)**

15 42. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
16 through 41, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 43. During the relevant time period set forth herein, the IWC Wage Order and Labor
19 Code sections 226.7, 512(a) and 512.1 were applicable to Plaintiffs' and the other class
20 members' employment by Defendants.

21 44. During the relevant time period set forth herein, Labor Code section 226.7
22 provides that no employer shall require an employee to work during any meal or rest period
23 mandated by an applicable order of the IWC Wage Order.

24 45. During the relevant time period set forth herein, the applicable IWC Wage Order
25 and Labor Code sections 512(a) and 512.1 provide that an employer may not require, cause
26 or permit an employee to work for a work period of more than five (5) hours per day without
27 providing the employee with a meal period of not less than thirty (30) minutes, except that if
28 the total work period per day of the employee is no more than six (6) hours, the meal period

1 may be waived by mutual consent of both the employer and employee.

2 46. During the relevant time period set forth herein, the applicable IWC Wage Order
3 and Labor Code sections 512(a) and 512.1 further provide that an employer may not require,
4 cause, or permit an employee to work for a work period of more than ten (10) hours per day
5 without providing the employee with a second uninterrupted meal period of not less than thirty
6 (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the
7 second meal period may be waived by mutual consent of the employer and the employee only
8 if the first meal period was not waived.

9 47. During the relevant time period set forth herein, Plaintiffs and the other class
10 members who were scheduled to work for a period of time no longer than six (6) hours, and
11 who did not waive their legally mandated meal periods by mutual consent, were required to
12 work for periods longer than five (5) hours without an uninterrupted meal period of not less
13 than thirty (30) minutes and/or without a rest period.

14 48. During the relevant time period set forth herein, Plaintiffs and the other class
15 members who were scheduled to work for a period of time no longer than twelve (12) hours,
16 and who did not waive their legally mandated meal periods by mutual consent, were required
17 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less
18 than thirty (30) minutes and/or without a rest period.

19 49. During the relevant time period set forth herein, Plaintiffs and the other class
20 members who were scheduled to work for a period of time in excess of six (6) hours were
21 required to work for periods longer than five (5) hours without an uninterrupted meal period
22 of not less than thirty (30) minutes and/or without a rest period.

23 50. During the relevant time period set forth herein, Plaintiffs and the other class
24 members who were scheduled to work for a period of time in excess of twelve (12) hours were
25 required to work for periods longer than ten (10) hours without an uninterrupted meal period
26 of not less than thirty (30) minutes and/or without a rest period.

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1 51. During the relevant time period set forth herein, Defendants intentionally and
2 willfully required Plaintiffs and the other class members to work during meal periods and
3 failed to compensate Plaintiffs and the other class members the full meal period premium for
4 work performed during meal periods.

5 52. During the relevant time period set forth herein, Defendants failed to pay
6 Plaintiffs and the other class members the full meal period premium due pursuant to Labor
7 Code section 226.7.

8 53. Defendants' conduct violates applicable IWC Wage Order and Labor Code
9 sections 226.7, 512(a), and 512.1.

10 54. Pursuant to the applicable IWC Wage Order and Labor Code section 226.7(b),
11 Plaintiffs and the other class members are entitled to recover from Defendants one additional
12 hour of pay at the employees' regular rates of compensation for each workday that the meal
13 or rest period is not provided.

14 **FOURTH CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 226.7 and 512.1)**

16 **(Against SOUTHERN MONO HEALTHCARE DISTRICT and DOES 1 through 100)**

17 55. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
18 through 54, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 56. During the relevant time period set forth herein, the applicable IWC Wage Order
21 and Labor Code sections 226.7 and 512.1 were applicable to Plaintiffs' and the other class
22 members' employment by Defendants.

23 57. During the relevant time period set forth herein, Labor Code sections 226.7 and
24 512.1 provide that no employer shall require an employee to work during any rest period
25 mandated by an applicable order of the IWC Wage Order.

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58. During the relevant time period set forth herein, 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.

59. During the relevant time period set forth herein, Defendants required Plaintiffs and the other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

60. During the relevant time period set forth herein, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

61. During the relevant time period set forth herein, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to Labor Code sections 226.7 and 512.1.

62. Defendants' conduct violates applicable IWC Wage Orders and Labor Code sections 226.7 and 512.1.

63. Pursuant to the applicable IWC Wage Orders and Labor Code sections 226.7(b) and 512.1(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular rates of compensation for each workday that the rest period was not provided.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against SOUTHERN MONO HEALTHCARE DISTRICT and DOES 1 through 100)

64. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 63, and each and every part thereof with the same force and effect as though fully set forth herein.

1 65. During the relevant time period set forth herein, Labor Code section 226(a)
2 provides that every employer shall furnish each of his or her employees an accurate itemized
3 statement in writing showing: (a) gross wages earned; (b) total hours worked by the employee;
4 (c) the number of piece-rate units earned and any applicable piece rate if the employee is paid
5 on a piece-rate basis; (d) all deductions, provided that all deductions made on written orders
6 of the employee may be aggregated and shown as one item; (e) net wages earned; (f) the
7 inclusive dates of the period for which the employee is paid; (g) the name of the employee and
8 his or her Social Security number; (h) the name and address of the legal entity that is the
9 employer; and (i) all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate by the employee. The deductions
11 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
12 showing the month, day, and year, and a copy of the statement or a record of the deductions
13 shall be kept on file by the employer for at least three years at the place of employment or at
14 a central location within the State of California.

15 66. Defendants have intentionally and willfully failed to provide Plaintiffs and the
16 other class members with complete and accurate wage statements. The deficiencies include,
17 but are not limited to, the failure to include the total number of hours worked by Plaintiffs and
18 the other class members.

19 67. As a result of Defendants' violation of Labor Code section 226(a), Plaintiffs and
20 the other class members have suffered injury and damage to their statutorily protected rights.

21 68. Plaintiffs and the other class members have been injured by Defendants'
22 intentional and willful violation of Labor Code section 226(a) because they were denied both
23 their legal right to receive, and their protected interest in receiving, accurate and itemized
24 wage statements pursuant to Labor Code section 226(a).

25 69. Plaintiffs and the other class members are entitled to recover from Defendants
26 the greater of their actual damages caused by Defendants' failure to comply with Labor Code
27 section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

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70. Plaintiffs and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to Labor Code section 226(g).

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, *et seq.*)

(Against SOUTHERN MONO HEALTHCARE DISTRICT and DOES 1 through 100)

71. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 70, and each and every part thereof with the same force and effect as though fully set forth herein.

72. The Labor Code Private Attorneys General Act of 2004 (“PAGA”) expressly establishes that any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the California Labor and Workforce Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

73. On June 6, 2023, Plaintiff Conde provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the June 6, 2023 written notice to the LWDA. Plaintiff Conde believes that on or about August 10, 2023, the sixty-five (65) day notice period expired, and the LWDA did not take any action to investigate or prosecute this matter. On November 30, 2023, Plaintiff Conde provided an amended written notice to the LWDA and Defendants. Attached hereto as **Exhibit 2** and incorporated by reference is a copy of the November 30, 2023 amended written notice to the LWDA. Plaintiff Conde believes that on or about February 3, 2024, the sixty-five (65) day notice period will expire, and the LWDA will not take any action to investigate or prosecute this matter. Thus, Plaintiff Conde has or will have exhausted the statutory time period to bring this action based upon the original and amended notices to the LWDA.

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1 74. Plaintiff Conde and the other hourly-paid or non-exempt employees are
2 “aggrieved employees” as defined by Labor Code section 2699(c) in that they are all current
3 and former hourly-paid or non-exempt employees who were employed by Defendants within
4 the State of California at any time during the period from June 6, 2022, through December 26,
5 2023, whichever date occurs first, and one or more of the alleged Labor Code violations was
6 committed against them.

7 **Failure to Pay Minimum and Overtime Wages**

8 75. At all times relevant herein, Defendants were required to compensate their non-
9 exempt employees’ minimum wages for all hours worked and overtime wages for all hours
10 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
11 mandates of Labor Code sections 510, 1194, 1197, and 1198.

12 76. As a policy and practice, Defendants failed to compensate Plaintiff Conde and
13 the other aggrieved current and former employees for all hours worked, resulting in a failure
14 to pay all minimum wages and overtime wages, where applicable.

15 **Failure to Provide Meal Periods and Rest Breaks**

16 77. In accordance with the mandates of Labor Code sections 226.7, 512, and 512.1,
17 Defendants were required to authorize and permit their non-exempt employees to take a 10-
18 minute rest break for every four (4) hours worked or major fraction thereof and were further
19 required to provide their non-exempt employees with a 30-minute meal period before the end
20 of their fifth hour of work and second meal breaks before the end of their tenth hour of work
21 and so on for every five (5) hours worked.

22 78. As a policy and practice, Defendants failed to provide Plaintiff Conde and the
23 other aggrieved current and former employees with legally mandated meal periods and rest
24 breaks and failed to pay proper compensation by way of premium pay at the employees’
25 respective regular rate of pay for this failure.

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1 **Failure to Provide Complete and Accurate Wage Statements**

2 79. At all times relevant herein, Defendants were required to keep accurate records
3 regarding their California employees pursuant to the mandate of Labor Code sections 226,
4 1174, and 1776.

5 80. As a result of Defendants' various Labor Code violations, Defendants failed to
6 keep accurate records regarding Plaintiff Conde and the other aggrieved current and former
7 employees. For example, and without limitation, Defendants failed in their affirmative
8 obligation to keep accurate records regarding Plaintiff Conde and the other aggrieved current
9 and former employees': (a) gross wages earned; (b) total hours worked; (c) number of piece-
10 rate units earned and any applicable piece rate; (d) all deductions; (e) net wages earned; (f)
11 inclusive dates of the respective pay periods; (g) name of the aggrieved employee and only
12 the last four digits of his or her social security number or an employee identification number
13 other than a social security number; (h) name and address of the legal entity that is the
14 employer; and (i) all applicable hourly rates in effect during the pay period and the
15 corresponding number of hours worked at each hourly rate.

16 **Failure to Provide and Properly Pay Paid Sick Days**

17 81. At all times relevant herein, Defendants were required to provide their
18 employees with paid sick days at their regular rate of pay pursuant to Labor Code section 246,
19 *et seq.*

20 82. As a policy and practice, Defendants failed to provide Plaintiff Conde and other
21 aggrieved current and former employees with paid sick days at the proper rate of pay pursuant
22 to Labor Code section 246, *et seq.*

23 **Penalties**

24 83. Pursuant to Labor Code section 2699, Plaintiff Conde, individually, and on
25 behalf of the other current and former aggrieved employees, requests and is entitled to recover
26 from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs,
27 including but not limited to:

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- 1 a. Penalties under Labor Code section 2699 in the amount of one hundred
2 dollars (\$100) for each aggrieved employee per pay period for the initial
3 violation, and two hundred dollars (\$200) for each aggrieved employee
4 per pay period for each subsequent violation;
- 5 b. Penalties under Code of Regulations Title 8 section 11040 in the amount
6 of fifty dollars (\$50) for each aggrieved employee per pay period for the
7 initial violation, and one hundred dollars (\$100) for each aggrieved
8 employee per pay period for each subsequent violation;
- 9 c. Penalties under Labor Code section 210 in addition to, and entirely
10 independent and apart from, any other penalty provided in the Labor
11 Code in the amount of one hundred dollars (\$100) for each aggrieved
12 employee per pay period for the initial violation, and two hundred dollars
13 (\$200) for each aggrieved employee per pay period for each subsequent
14 violation;
- 15 d. Penalties under Labor Code section 1197.1 in the amount of one hundred
16 dollars (\$100) for each aggrieved employee per pay period for the initial
17 violation, and two hundred fifty dollars (\$250) for each aggrieved
18 employee per pay period for each subsequent violation;
- 19 e. Any and all additional penalties as provided by the Labor Code and/or
20 other statutes; and
- 21 f. Attorneys' fees and costs pursuant to Labor Code sections 1194 and
22 2699, and any other applicable statute.

23 **SEVENTH CAUSE OF ACTION**

24 **(Violation of Fair Labor Standards Act 29 U.S.C. § 201, *et seq.*)**

25 **(Against SOUTHERN MONO HEALTHCARE DISTRICT and DOES 1 through 100)**

26 84. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
27 through 83, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

1 85. The Fair Labor Standards Act (“FLSA”), 29 U.S.C. section 201, *et seq.*, provides
2 that an employee must be compensated for all hours worked, including all straight time
3 compensation and overtime compensation.

4 86. The FLSA further provides that employees shall not be employed more than
5 forty (40) hours in any workweek, unless they receive additional compensation beyond their
6 regular wages in amounts specified by law.

7 87. The FLSA requires, among other things, that employers whose employees are
8 engaged in interstate commerce, engaged in the production of goods for commerce, or
9 employed in an enterprise engaged in commerce or in the production of goods for commerce
10 must pay employees the minimum wage for all time worked and overtime pay at their regular
11 rate of pay. (29 U.S.C. §§ 206(a)(1), 207(a)(1).) Defendants are subject to the requirements of
12 the FLSA because they are an enterprise engaged in interstate commerce and their employees
13 are engaged in commerce.

14 88. Plaintiffs and all similarly situated employees (the “Collective Class”) are
15 victims of a uniform and company-wide compensation policy which, in violation of the FLSA,
16 has been applied to all hourly-paid, non-exempt employees who worked for Defendant in the
17 State of California.

18 89. Defendants have a uniform policy and practice of: (a) failing to pay Plaintiffs
19 and the Collective Class wages and overtime compensation for all hours worked; (b) requiring,
20 permitting, or suffering Plaintiffs and the Collective Class to work off the clock; (c)
21 improperly rounding the time records for Plaintiffs and the class, thereby underpaying wages
22 owed; (d) improperly failing to pay for time spent undergoing COVID-19 pre-screening
23 procedures; (e) requiring, permitting, or suffering Plaintiffs and the Collective Class to work
24 through meal and rest periods; (f) illegally and inaccurately recording time in which Plaintiffs
25 and the Collective Class worked; (g) failing to properly maintain Plaintiffs and the Collective
26 Class’s records; (h) failing to maintain accurate and itemized wage statements; (h) failing to
27 timely pay wages upon termination; and (i) failing to pay all wages and other compensation
28 at the appropriate rate of pay including, but not limited to, failing to adjust the rate of pay to

1 account for bonuses and other forms of non-discretionary compensation.

2 90. Defendants have acted neither in good faith nor with reasonable grounds to
3 believe that their actions and omissions were not a violation of the FLSA, and as a result
4 thereof, Plaintiffs and the Collective Class are entitled to recover an award of liquidated
5 damages in an amount equal to the amount of unpaid wages and overtime pay, and/or
6 prejudgment interest at the applicable rate. (29 U.S.C. § 216(b).)

7 91. By virtue of Defendants' unlawful failure to pay Plaintiffs and the Collective
8 Class for all hours worked at the appropriate rate of pay, including overtime, Plaintiffs and the
9 Collective Class have suffered, and will continue to suffer, damages in amounts which are
10 presently unknown to Plaintiffs and members of the Collective Class, but which will be
11 ascertained according to proof. Accordingly, Defendants are liable for unpaid wages, together
12 with an amount equal to liquidated damages, attorneys' fees, and costs.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiffs, individually, and on behalf of other members of the general public similarly
15 situated and/or aggrieved, request a trial by jury.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the
18 general public similarly situated and/or aggrieved, pray for relief and judgment against
19 Defendants, jointly and severally, as follows:

20 **Class Certification**

- 21 1. That this action be certified as a class action;
22 2. That Plaintiffs be appointed as representatives of the class;
23 3. That counsel for Plaintiffs be appointed as Class Counsel; and
24 4. That Defendants provide to Class Counsel immediately the names and most
25 current contact information (address, e-mail, and telephone numbers) of all class members.

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As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

6. For general unpaid wages and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor Code section 1194(a);

9. For liquidated damages pursuant to Labor Code section 1194.2; and

10. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

11. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;

12. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate.

13. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

14. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor Code section 1194; and

15. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 226.7, 512 and 512.1 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

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1 17. That the Court make an award to Plaintiffs and the other class members of one
2 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
3 period was not provided;

4 18. For all actual, consequential, and incidental losses and damages, according to
5 proof;

6 19. For premium wages pursuant to Labor Code sections 226.7(b) and 512.1;

7 20. For pre-judgment interest on any unpaid wages from the date such amounts were
8 due;

9 21. For reasonable attorneys' fees and costs of suit incurred herein; and

10 22. For such other and further relief as the Court may deem just and proper.

11 **As to the Fourth Cause of Action**

12 23. That the Court declare, adjudge, and decree that Defendants violated Labor Code
13 sections 226.7 and 512.1 and applicable IWC Wage Orders by willfully failing to provide all
14 rest periods to Plaintiffs and the other class members;

15 24. That the Court make an award to Plaintiffs and the other class members of one
16 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
17 period was not provided;

18 25. For all actual, consequential, and incidental losses and damages, according to
19 proof;

20 26. For premium wages pursuant to Labor Code sections 226.7(b) and 512.1(c);

21 27. For pre-judgment interest on any unpaid wages from the date such amounts were
22 due; and

23 28. For such other and further relief as the Court may deem just and proper.

24 **As to the Fifth Cause of Action**

25 29. That the Court declare, adjudge, and decree that Defendants violated the record
26 keeping provisions of Labor Code section 226(a) and applicable IWC Wage Orders as to
27 Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage
28 statements thereto;

30. For actual, consequential, and incidental losses and damages, according to proof;
For statutory penalties pursuant to Labor Code section 226(e);

31. For injunctive relief to ensure compliance with this section, pursuant to Labor
Code section 226(g); and

32. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

33. That the Court declare, adjudge, and decree that Defendants violated Labor Code
sections 2698, *et seq.*, the PAGA, for civil penalties pursuant to Defendants' violations of
Labor Code sections 226(a), 226.3, 246, 510, 512(a), 512.1, 558, 1194, 1197 1197.1, and 1198,
and IWC Wage Orders;

34. Upon this Cause of Action, for costs and attorneys' fees pursuant to Labor Code
sections 1194 and 2699, and any other applicable statute; and

35. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

36. That the Court decree, adjudge and decree that Defendants violated the FLSA,
29 U.S.C. section 201, *et seq.*, by: (a) failing to pay Plaintiffs and the Collective Class wages
and overtime compensation for all hours worked; (b) requiring, permitting, or suffering
Plaintiffs and the Collective Class to work off the clock; (c) improperly rounding the time
records for Plaintiffs and the Collective Class, thereby underpaying wages owed; (d) requiring,
permitting, or suffering Plaintiffs and the Collective Class to work through meal and rest
periods; (e) illegally and inaccurately recording time in which Plaintiffs and the Collective
Class worked; (f) failing to properly maintain Plaintiffs and the Collective Class's records; (g)
failing to maintain accurate and itemized wage statements; (h) failing to timely pay wages
upon termination; and (i) failing to pay all wages and other compensation at the appropriate
rate of pay including, but not limited to, failing to adjust the rate of pay to account for bonuses
and other forms of non-discretionary compensation.

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1 37. For an award of liquidated damages in an amount equal to the amount of unpaid
2 wages and overtime pay, and/or prejudgment interest at the applicable rate, plus attorneys'
3 fees and costs; and

4 38. For such other and further relief as the Court may deem just and proper.
5

6 Dated: February 8, 2024

JUSTICE LAW CORPORATION

7
8 By: 
9 Douglas Han
10 Shunt Tatavos-Gharajeh
11 Lizette Rodriguez
12 *Attorneys for Plaintiff*
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EXHIBIT 1

June 6, 2023

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: SOUTHERN MONO HEALTHCARE DISTRICT D/B/A MAMMOTH HOSPITAL

Dear Representative:

We have been retained to represent Steven Conde against Southern Mono Healthcare District d/b/a Mammoth Hospital (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an “Employer” or person acting on behalf of an “Employer” pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as “SOUTHERN MONO”).

Mr. Conde is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 (“PAGA”) claim on a representative basis. Therefore, Mr. Conde may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Southern Mono Healthcare District d/b/a Mammoth Hospital is a California healthcare district located at 85 Sierra Park Road, Mammoth Lakes, California 93546.

SOUTHERN MONO employed Mr. Conde as an hourly-paid non-exempt Clinical Assistant within one year of the date of this letter (until in or about February of 2023) in the State of California. SOUTHERN MONO directly controlled the wages, hours and/or working conditions of Mr. Conde and other aggrieved employees’ employment, including direction, retention, scheduling, supervision, and termination.

The “aggrieved employees” that Mr. Conde may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of SOUTHERN MONO within the State of California.

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¹ Mr. Conde does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Conde will amend this notice when the true names and capacities are known. Mr. Conde is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Conde and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

SOUTHERN MONO failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Conde has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at SOUTHERN MONO, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

SOUTHERN MONO has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Conde and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. SOUTHERN MONO failed to compensate Mr. Conde and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. SOUTHERN MONO also failed to include non-discretionary bonuses and incentives in Mr. Conde and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Further, SOUTHERN MONO maintained an illegal rounding policy that shaved time from Mr. Conde and other aggrieved employees' pay. Therefore, Mr. Conde and aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, SOUTHERN MONO did not provide Mr. Conde and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, during meal breaks, and rounding time.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, SOUTHERN MONO failed to pay Mr. Conde and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, SOUTHERN MONO routinely required Mr. Conde and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with SOUTHERN MONO's policies and expectations, and meet production quotas. SOUTHERN MONO failed to provide coverage to Mr. Conde and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, SOUTHERN MONO also failed to authorize and permit Mr. Conde and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, SOUTHERN MONO failed to compensate Mr. Conde and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." SOUTHERN MONO required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." SOUTHERN MONO required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, SOUTHERN MONO failed to pay Mr. Conde and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code sections 203 and 210.

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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. During the relevant time period, SOUTHERN MONO failed to pay Mr. Conde and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code sections 204 and 210.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, SOUTHERN MONO did not provide Mr. Conde and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from SOUTHERN MONO were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Conde and other aggrieved employees, (2) total hours worked by Mr. Conde and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Conde and other aggrieved employees (4) all deductions for Mr. Conde and other aggrieved employees, (5) net wages earned by Mr. Conde and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Conde and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Conde and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any 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 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Conde and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

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California Labor Code sections 1174(d) requires an employer to keep, 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. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, SOUTHERN MONO failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Conde and other aggrieved employees.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Conde and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by SOUTHERN MONO, including for purchasing equipment and uniforms they were required to use and wear while working.

We believe that Mr. Conde and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Conde will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of SOUTHERN MONO within one year of the date of this letter, as allowed by law.

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LWDA
June 6, 2023
Page 6 of 6

If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", written over a horizontal line.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Gardiner Miller
c/o Southern Mono Healthcare District d/b/a Mammoth Hospital
85 Sierra Park Road
Mammoth Lakes, California 93546
Agent for Service of Process for Southern Mono Healthcare District d/b/a Mammoth Hospital

EXHIBIT 2

November 30, 2023

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

**Re: SOUTHERN MONO HEALTHCARE DISTRICT D/B/A MAMMOTH HOSPITAL
FOUNDATION
LWDA Case No. 960229-23**

Dear Representative:

We hereby amend our June 6, 2023, letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the June 6, 2023, letter is attached to this submission as **Exhibit A** for reference. We are amending this notice to update the factual allegations.

We have been retained to represent Steven Conde against Southern Mono Healthcare District d/b/a Mammoth Hospital Foundation (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "SOUTHERN MONO").

Mr. Conde is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Conde may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Southern Mono Healthcare District d/b/a Mammoth Hospital Foundation is a California healthcare district located at 85 Sierra Park Road, Mammoth Lakes, California 93546.

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¹ Mr. Conde does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Conde will amend this notice when the true names and capacities are known. Mr. Conde is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Conde and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

SOUTHERN MONO employed Mr. Conde as an hourly-paid non-exempt Clinical Assistant within one year of the date of this letter (until in or about February of 2023) in the State of California. SOUTHERN MONO directly controlled the wages, hours and/or working conditions of Mr. Conde and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Conde may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of SOUTHERN MONO within the State of California.

SOUTHERN MONO failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly pay minimum wages and overtime wages to its hourly-paid or non-exempt employees, failed to issue compliant wage statements to its hourly-paid or non-exempt employees, and failed to provide compliant meal and rest breaks to its hourly-paid or non-exempt employees, resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Conde has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at SOUTHERN MONO, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

SOUTHERN MONO has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 226(a), 226.3, 246, 512(a), 512.1, 558, 1197, and 1197.1, and IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates.

During the relevant time period, SOUTHERN MONO failed to include non-discretionary bonuses and incentives including, but not limited to, shift differentials and on-call payments in Mr. Conde and other aggrieved employees' regular rate of pay for purposes of overtime compensation, sick pay, meal period premiums and rest period premiums.

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California Labor Code sections 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

During the relevant time period, SOUTHERN MONO did not provide Mr. Conde and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of COVID pre-screening procedures, off-the-clock work, and rounding time.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

During the relevant time period, SOUTHERN MONO failed to pay Mr. Conde and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 512 and 512.1 require employers to allow employees to take meal breaks before the end of their fifth hour of work and second meal breaks before the end of their tenth hour of work for a period of no less than 30 minutes. Labor Code section 512.1 also requires employers to provide rest periods of 10 minutes net rest time per four hours or major fraction thereof.

During the relevant time period, SOUTHERN MONO routinely required Mr. Conde and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal breaks to comply with SOUTHERN MONO's policies and expectations, and meet production quotas. SOUTHERN MONO failed to provide coverage to Mr. Conde and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal breaks. Lastly, SOUTHERN MONO also failed to authorize and permit Mr. Conde and other aggrieved employees to take the requisite number of meal breaks, including second meal breaks, when working shifts exceeding 10 hours in length. Despite these facts, SOUTHERN MONO failed to compensate Mr. Conde and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees.

During the relevant time period, SOUTHERN MONO did not provide Mr. Conde and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from SOUTHERN MONO were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include: (1) gross wages earned by Mr. Conde and other aggrieved employees; (2) total hours worked by Mr. Conde and other aggrieved employees; (3) number of piece-rate units earned and any applicable piece rate by Mr. Conde and other aggrieved employees; (4) all deductions for Mr. Conde and other aggrieved employees; (5) net wages earned by Mr. Conde and other aggrieved employees; (6) inclusive dates of the period for which Mr. Conde and other aggrieved employees are paid; (7) name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Conde and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any 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 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

During the relevant time period, Mr. Conde and other aggrieved employees have been denied their wages and premium wages and are entitled to penalties.

We believe that Mr. Conde and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 226(a), 226.3, 246, 512(a), 512.1, 558, 1197, and 1197.1, and IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

LWDA

November 30, 2023

Page 5 of 5

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Conde will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of SOUTHERN MONO within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Legal Department
c/o Southern Mono Healthcare District d/b/a Mammoth Hospital Foundation
85 Sierra Park Road
Mammoth Lakes, California 93546

Chandra Beaton and Kathleen Fellows
LightGabler
760 Paseo Camarillo, Suite 300
Camarillo, California 93010
Attorneys for Southern Mono Healthcare District

EXHIBIT A

June 6, 2023

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: SOUTHERN MONO HEALTHCARE DISTRICT D/B/A MAMMOTH HOSPITAL

Dear Representative:

We have been retained to represent Steven Conde against Southern Mono Healthcare District d/b/a Mammoth Hospital (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an “Employer” or person acting on behalf of an “Employer” pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as “SOUTHERN MONO”).

Mr. Conde is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 (“PAGA”) claim on a representative basis. Therefore, Mr. Conde may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Southern Mono Healthcare District d/b/a Mammoth Hospital is a California healthcare district located at 85 Sierra Park Road, Mammoth Lakes, California 93546.

SOUTHERN MONO employed Mr. Conde as an hourly-paid non-exempt Clinical Assistant within one year of the date of this letter (until in or about February of 2023) in the State of California. SOUTHERN MONO directly controlled the wages, hours and/or working conditions of Mr. Conde and other aggrieved employees’ employment, including direction, retention, scheduling, supervision, and termination.

The “aggrieved employees” that Mr. Conde may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of SOUTHERN MONO within the State of California.

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¹ Mr. Conde does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Conde will amend this notice when the true names and capacities are known. Mr. Conde is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Conde and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

SOUTHERN MONO failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Conde has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at SOUTHERN MONO, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

SOUTHERN MONO has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Conde and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. SOUTHERN MONO failed to compensate Mr. Conde and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. SOUTHERN MONO also failed to include non-discretionary bonuses and incentives in Mr. Conde and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Further, SOUTHERN MONO maintained an illegal rounding policy that shaved time from Mr. Conde and other aggrieved employees' pay. Therefore, Mr. Conde and aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, SOUTHERN MONO did not provide Mr. Conde and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, during meal breaks, and rounding time.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, SOUTHERN MONO failed to pay Mr. Conde and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, SOUTHERN MONO routinely required Mr. Conde and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with SOUTHERN MONO's policies and expectations, and meet production quotas. SOUTHERN MONO failed to provide coverage to Mr. Conde and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, SOUTHERN MONO also failed to authorize and permit Mr. Conde and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, SOUTHERN MONO failed to compensate Mr. Conde and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." SOUTHERN MONO required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." SOUTHERN MONO required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, SOUTHERN MONO failed to pay Mr. Conde and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code sections 203 and 210.

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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. During the relevant time period, SOUTHERN MONO failed to pay Mr. Conde and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code sections 204 and 210.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, SOUTHERN MONO did not provide Mr. Conde and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from SOUTHERN MONO were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Conde and other aggrieved employees, (2) total hours worked by Mr. Conde and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Conde and other aggrieved employees (4) all deductions for Mr. Conde and other aggrieved employees, (5) net wages earned by Mr. Conde and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Conde and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Conde and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any 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 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Conde and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

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California Labor Code sections 1174(d) requires an employer to keep, 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. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, SOUTHERN MONO failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Conde and other aggrieved employees.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Conde and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by SOUTHERN MONO, including for purchasing equipment and uniforms they were required to use and wear while working.

We believe that Mr. Conde and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Conde will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of SOUTHERN MONO within one year of the date of this letter, as allowed by law.

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LWDA
June 6, 2023
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If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", written over a horizontal line.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Gardiner Miller
c/o Southern Mono Healthcare District d/b/a Mammoth Hospital
85 Sierra Park Road
Mammoth Lakes, California 93546
Agent for Service of Process for Southern Mono Healthcare District d/b/a Mammoth Hospital

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is manderson@justicelawcorp.com

On February 23, 2024, I served the foregoing document described as

**SECOND AMENDED CLASS, REPRESENTATIVE AND COLLECTIVE ACTION
COMPLAINT FOR DAMAGES**

for the following case: **Diaz-Sandoval v. Southern Mono Healthcare District**
LWDA/Court Case No.: **LWDA-CM-960229-23**
22UCM45
Mono County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 23, 2024, at Pasadena, California.



Mariah Anderson