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April 3, 2025

Labor and Workforce Development Agency
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John C. Rademacher, CEO
Option Care Enterprises, Inc.
3000 Lakeside Drive, Suite 300N
Bannockburn, IL 60015

VIA CERTIFIED MAIL

Re: LWDA-CM-971946-23 (*Gilbert v. Option Care Enterprises, Inc.*) –
Amendment to Notice Letter (Labor Code Private Attorneys General Act Claims
and Intent to Pursue Civil Action)

To Whom It May Concern:

As disclosed in prior correspondence, this office represents Cynthia Gilbert ("Plaintiff") in her claims for violations of California wage-and-hour statutes and regulations by Option Care Enterprises, Inc. (herein, "Option Care" or the "Employer"). This Amendment Letter is intended to supplement the prior notice letter(s) submitted to the LWDA and the employer in connection with the matter. The lawsuit is pending as *Gilbert v. Option Care et al.*, U.S. District Court for the Central District of California Case No. 2:23-cv-09992-SK (removed from Ventura County Superior Court Case No. 2023-CU-OE-012240).

This Amendment Letter is intended to amend and supplement the notice(s) previously provided in the matter pursuant to investigation and discovery conducted into the matters of employment.

Specifically, and as set forth in previous correspondence to the LWDA and the employer, which are incorporated herein by this reference, it is alleged that Option Care has failed to pay all wages owed and has failed to provide complaint wage statements to Plaintiff and her similarly-situated coworkers. In the case at bar, further investigation and discovery has warranted that, in an abundance of caution, this amendment letter be sent to identify all applicable *Labor Code* violations that are at issue in the pending litigation.

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Ms. Gilbert intends to seek recovery of all available civil penalties for herself and similarly situated California employees under the Private Attorneys General Act (“PAGA”). This correspondence is being sent, along with the prior letter(s) and in an abundance of caution, pursuant to the provisions of *California Labor Code* section 2699.3, in order to allow Plaintiff, on behalf of herself and all other similarly-situated individuals, to collect the civil penalties associated with her employment with the Employer.

Below are the further facts and law we presently understand, as matters pertain to Plaintiff and the putative and/or representative class of workers Plaintiff intends to represent.

In addition to the violations set forth in earlier correspondence, Ms. Gilbert also contends that Option Care failed to comply with California’s Paid Sick Leave (PSL) law, also known as the “Healthy Workplaces, Healthy Families Act of 2014.” Specifically, Plaintiff and other aggrieved employees were entitled to receive at least 40 hours or five days off each year (during 2024; other years may have had slightly different numerical accrual requirements) as paid sick leave. Employers must also show how many days of sick leave a worker has available on his or her pay stub, or on a separate document issued the same day as each paycheck. *See, Cal. Labor Code* § 246 *et seq.* Violation of these requirements gives rise to a claim for civil penalties under a PAGA claim. *See Labor Code* § 248.5; *Wood v. Kaiser Foundation Hospitals* (Cal. App. 4th Dist. 2023), 88 Cal. App. 5th 742. It is alleged that Option Care failed to properly provide these PSL wages to its workers, and also that Option Care failed to properly account for them in the itemized wage statements or separate documentation as required by statute.

Second, to supplement the prior notice, Ms. Gilbert contends that Option Care failed to properly reimburse business expenditures incurred by Plaintiff and other aggrieved employees pursuant to the requirements of *Labor Code* section 2802. Specifically, Option Care has utilized a reimbursement system that pays its workers for mileage and travel at a rate that is *below* the IRS rate (and at the same time, below the actual expenses incurred by the employees).

In addition to the recovery sought as set forth in Plaintiff’s prior correspondence to the Employer and the LWDA, Plaintiff Gilbert will also seek available civil penalties in her operative PAGA claim for violations of *California Labor Code* §§ 245, 246, 248.5 and 2802, based on failure to comply with California PSL requirements as well as California’s reimbursement of expense requirements.

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CONCLUSION

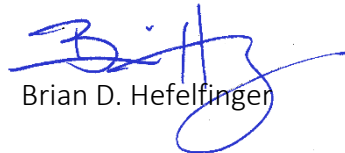
Pursuant to California Labor Code section 2699.5, a violation of the above-cited statutes and regulations form the basis for the pending PAGA action against the Defendants. Indeed, Ms. Gilbert has already commenced a civil action in the Ventura County Superior Court – which is now pending in the U.S. District Court for the Central District of California – on the basis of her prior notice letter(s), which this correspondence amends. As Plaintiff already maintains a PAGA cause of action in the lawsuit, this amendment letter is intended to outline the additional civil penalties that may be subject to that claim and which arise from the same common nucleus of operative facts in the litigation.

In an abundance of cation, we are providing this amendment letter to the employer and the LWDA, before proceeding with the recovery of these specific civil penalties in the PAGA action (as the Court deems it necessary), to ensure that Plaintiff may collect all potential civil penalties associated with the violation of the above-cited statutes and regulations.

Please let me know if your agency has any questions concerning this matter.

Very truly yours,

PALAY HEFELFINGER, APC



Brian D. Hefelfinger

BDH