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February 3, 2026

VIA ONLINE SUBMISSION

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

Subject: *Yvette Innis v. Martin Luther King, Jr.-Los Angeles (MLK-LA) Healthcare Corporation, et al.*

Dear PAGA Administrator:

This office represents Yvette Innis in connection with her claims under the California Labor Code. Ms. Innis was an employee of MARTIN LUTHER KING, JR.-LOS ANGELES (MLK-LA) HEALTHCARE CORPORATION and/or MARTIN LUTHER KING, JR. HEALTH ASSOCIATES. For the purpose of this letter, Ms. Innis collectively refers to these entities as "MLK COMMUNITY HOSPITAL."

The employers may be contacted directly at the addresses below:

MARTIN LUTHER KING, JR.-LOS ANGELES
(MLK-LA) HEALTHCARE CORPORATION
1680 E 120TH ST
LOS ANGELES, CA 90059

MARTIN LUTHER KING, JR.-LOS ANGELES
(MLK-LA) HEALTHCARE CORPORATION
555 W REDONDO BEACH BLVD STE 250-251
GARDENA, CA 90248

MARTIN LUTHER KING, JR. HEALTH
ASSOCIATES
1680 E. 120TH STREET
LOS ANGELES, CA 90059

MARTIN LUTHER KING, JR. HEALTH
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555 W REDONDO BEACH BLVD STE 250-251
GARDENA, CA 90248

Ms. Innis intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Innis seeks relief on behalf of herself, the State of California, and other persons who are or were employed by MLK COMMUNITY HOSPITAL as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

MLK COMMUNITY HOSPITAL employed Ms. Innis as an hourly paid, non-exempt employee from approximately May 2024 to July 2025. Ms. Innis worked as a Mental Health Aide for MLK COMMUNITY HOSPITAL at its hospital located in Los Angeles, California. During her employment, Ms. Innis typically worked twelve (12) hours per day and four (4) to five (5) days per week. At the time Ms. Innis's employment with MLK COMMUNITY HOSPITAL ended, she earned approximately \$27.22 per hour. Her job duties included, without limitation, monitoring mental health patients and assisting with tasks such as cleaning, feeding, and using the restroom.

MLK COMMUNITY HOSPITAL has committed each of the following Labor Code violations against Ms. Innis, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

MLK COMMUNITY HOSPITAL's Company-Wide and Uniform Payroll and HR Practices

MARTIN LUTHER KING, JR.-LOS ANGELES (MLK-LA) HEALTHCARE CORPORATION and MARTIN LUTHER KING, JR. HEALTH ASSOCIATES are California corporations. Together, they own and operate Martin Luther King, Jr. Community Hospital which provides emergency, inpatient, outpatient, and specialty medical services. Upon information and belief, MLK COMMUNITY HOSPITAL maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Los Angeles, California, for all non-exempt, hourly paid employees working for MLK COMMUNITY HOSPITAL in California, including Ms. Innis and other aggrieved employees. At all relevant times, MLK COMMUNITY HOSPITAL issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Innis and other aggrieved employees, regardless of their location or position.

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

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

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular

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

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

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

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

First, MLK COMMUNITY HOSPITAL had, and continues to have, a company-wide policy and/or practice requiring Ms. Innis and other aggrieved employees to perform work-related tasks while off-the-clock outside of their shifts, because MLK COMMUNITY HOSPITAL did not provide a means to account for this time. For example, MLK COMMUNITY HOSPITAL only provided Ms. Innis and other aggrieved employees with a single timekeeping machine at the building's entry point to clock in for a shift, thus forcing Ms. Innis and other aggrieved employees to wait in line off-the-clock and under MLK COMMUNITY HOSPITAL's control, time for which they were not paid. Ms. Innis and other aggrieved employees would arrive early in order to clock in for the start of their shifts, and were required to wait in a line for a couple of minutes to clock in, time for which they were not paid. As a further example, Ms. Innis and other aggrieved employees were required to travel to MLK COMMUNITY HOSPITAL's other location in Gardena, California, to attend training classes. On information and belief, Ms. Innis and other aggrieved employees were not paid for the time it took them to travel to Gardena, California.

Second, MLK COMMUNITY HOSPITAL had, and continues to have, a company-wide policy and/or practice of understaffing its facilities. MLK COMMUNITY HOSPITAL's uniform practice of understaffing resulted in a failure to provide Ms. Innis and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the heavy workload and attend to patients. Because MLK COMMUNITY HOSPITAL did not employ or staff a sufficient number of employees to meet patient demand, there was no one available to relieve employees needing meal period coverage, and Ms. Innis and other aggrieved employees did not receive all uninterrupted meal periods to which they were entitled. Further, MLK COMMUNITY

HOSPITAL had a company-wide practice and/or policy of failing to adhere to a schedule for meal periods, which further caused Ms. Innis and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Innis sometimes worked through her meal periods because she was responsible for caring for 2-3 patients at a time, and nobody came to relieve her to take her meal period. In addition, due to understaffing, MLK COMMUNITY HOSPITAL sometimes cut Ms. Innis's meal periods short and requested that she return to work.

Third, on information and belief, because MLK COMMUNITY HOSPITAL frowned upon employees accruing meal period premiums, MLK COMMUNITY HOSPITAL's management pressured employees to clock out for meal periods, even when they did not receive a compliant meal period. Thus, MLK COMMUNITY HOSPITAL did not record all hours worked during meal periods, and Ms. Innis and other aggrieved employees performed work during meal periods for which they were not paid.

Fourth, on information and belief, MLK COMMUNITY HOSPITAL had, and continues to have, a company-wide policy and/or practice of failing to pay proper overtime when they required Ms. Innis and other aggrieved employees to work outside of their regularly scheduled alternative workweek schedule and failed to pay all applicable overtime and/or double-time compensation owed for such hours of work. In addition, on information and belief, to the extent MLK COMMUNITY HOSPITAL implemented an alternative workweek schedule as to Ms. Innis and other aggrieved employees, MLK COMMUNITY HOSPITAL failed to comply with all requirements for implementing an alternative workweek schedule, including, but not limited to, holding proper workweek elections for the employees working alternative workweeks. Accordingly, MLK COMMUNITY HOSPITAL owes Ms. Innis and other aggrieved employees unpaid overtime wages.

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

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

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

California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is suffered or permitted to work for the employer, whether

or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act.” Cal. Code Regs. tit. 8, § 11050(2)(M) (defining “Hours Worked”).

First, as set forth above, MLK COMMUNITY HOSPITAL had a company-wide policy and/or practice requiring Ms. Innis and other aggrieved employees to perform work-related tasks while off-the-clock outside of their shifts, including waiting in line to clock in for their shifts and traveling to MLK COMMUNITY HOSPITAL’s facility in Gardena, California, to complete training classes. MLK COMMUNITY HOSPITAL failed to track this time Ms. Innis and other aggrieved employees spent working off-the-clock, and Ms. Innis and other aggrieved employees received no compensation for this time.

Second, as stated above, due to MLK COMMUNITY HOSPITAL’s uniform policies and/or practices of understaffing, assigning heavy workloads, failing to adhere to a schedule for meal periods, and resultant lack of meal period coverage, Ms. Innis and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted and/or were otherwise not relieved of all duties during unpaid meal periods.

Moreover, as stated, MLK COMMUNITY HOSPITAL pressured Ms. Innis and other aggrieved employees to record compliant meal periods, even when meal periods were missed, short, and/or interrupted. Thus, MLK COMMUNITY HOSPITAL systematically failed to pay Ms. Innis and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

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

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

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

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law,

first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. The applicable IWC Wage Order further provides that employees in the healthcare industry who work shifts in excess of eight (8) hours in a workday may waive one of their two meal periods, if the waiver is signed by both the employee and employer. Cal. Code Regs. tit. 8, § 11050(11)(D).

First, during the relevant time period, MLK COMMUNITY HOSPITAL had, and continues to have, a company-wide policy and/or practice of understaffing its facilities such that there were too few employees on duty to handle the heavy workload. Because MLK COMMUNITY HOSPITAL did not employ or staff a sufficient number of employees to meet patient demand, there was no one available to relieve employees needing meal period coverage, and Ms. Innis and other aggrieved employees did not receive all timely, uninterrupted meal periods to which they were entitled. Further, MLK COMMUNITY HOSPITAL had a company-wide practice and/or policy of failing to adhere to a schedule for meal periods, which further caused Ms. Innis and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Innis and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. Innis sometimes missed her meal periods because she was responsible for caring for 2-3 patients at a time and nobody came to relieve her for her meal period. Additionally, Ms. Innis had to sometimes cut her meal periods short because MLK COMMUNITY HOSPITAL requested that she return to work. For the same reasons, Ms. Innis also had to take her meal period late, after the fifth hour of work, about 3-4 times per week.

Second, as stated, because MLK COMMUNITY HOSPITAL frowned upon employees accruing meal period premiums, MLK COMMUNITY HOSPITAL's management pressured employees to record compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by MLK COMMUNITY HOSPITAL. Thus, MLK COMMUNITY HOSPITAL systematically failed to accurately record all meal periods.

Third, MLK COMMUNITY HOSPITAL did not provide Ms. Innis and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, during the relevant time period, Ms. Innis regularly worked shifts in excess of 10 hours in one day and never took a second meal period. Ms. Innis and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

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

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

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

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

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

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

During the relevant time period, MLK COMMUNITY HOSPITAL regularly failed to authorize and permit Ms. Innis and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, MLK COMMUNITY HOSPITAL's company-wide policies and practices, including understaffing and assigning heavy workloads, prevented Ms. Innis and other aggrieved employees from being able to take rest periods. MLK COMMUNITY HOSPITAL also failed to adhere to a schedule for rest periods, which, coupled with MLK COMMUNITY HOSPITAL's failure to provide adequate rest period coverage, further led to Ms. Innis and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, during the relevant time period, MLK COMMUNITY HOSPITAL maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Innis and/or other aggrieved employees remain on the work premises during their rest periods. Because Ms. Innis and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, MLK COMMUNITY HOSPITAL effectively maintained control over Ms. Innis and/or other aggrieved employees during rest periods.

As a result of MLK COMMUNITY HOSPITAL's practices and policies, Ms. Innis and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Ms. Innis sometimes had to forgo her first and second rest periods and always missed her third rest periods due to the heavy workload, understaffing, and MLK COMMUNITY HOSPITAL's failure to adhere to a schedule for rest periods.

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

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

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

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

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

Because MLK COMMUNITY HOSPITAL did not record the time Ms. Innis and other aggrieved employees spent working off the clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), MLK COMMUNITY HOSPITAL did not list the correct amount of gross wages and net wages earned by Ms. Innis and other aggrieved employees in compliance with sections 226(a)(1) and 226(a)(5). For

the same reason, MLK COMMUNITY HOSPITAL failed to accurately list the total number of hours worked by Ms. Innis and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Additionally, because MLK COMMUNITY HOSPITAL did not calculate Ms. Innis's and other aggrieved employees' regular rate of pay correctly for purposes of paying paid sick leave, MLK COMMUNITY HOSPITAL did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, MLK COMMUNITY HOSPITAL failed to list the correct amount of net wages in violation of section 226(a)(5). MLK COMMUNITY HOSPITAL also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for paid sick leave, in violation of section 226(a)(9).

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

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

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

Because MLK COMMUNITY HOSPITAL failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Innis and other

aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Innis and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

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

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

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

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

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

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

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

MLK COMMUNITY HOSPITAL willfully failed to pay Ms. Innis and other aggrieved employees who are no longer employed by MLK COMMUNITY HOSPITAL all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick

leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving MLK COMMUNITY HOSPITAL's employ.

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

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

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

During the relevant time period, MLK COMMUNITY HOSPITAL required Ms. Innis and other aggrieved employees to release their claims for meal and rest period violations, as well as their claims for uncompensated hours worked, as a condition of receiving their paychecks. For example, on information and belief, MLK COMMUNITY HOSPITAL required Ms. Innis and other aggrieved employees to attest that they received compliant meal and rest periods and all time worked was recorded accurately when they clocked out for the day on MLK COMMUNITY HOSPITAL's timekeeping system. MLK COMMUNITY HOSPITAL compelled Ms. Innis and other aggrieved employees to affirm these false verifications when they, in fact, had not received all earned and unpaid wages, including overtime wages, minimum wages, and/or meal and rest period premiums.

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

Violation of California Labor Code § 246 – Failure to Properly Calculate Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. California Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be 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, MLK COMMUNITY HOSPITAL did not pay Ms. Innis and other aggrieved employees the correct sick leave rates of pay. MLK COMMUNITY HOSPITAL failed to correctly use either method of calculation under Labor Code section 246(l) to determine Ms. Innis's and other aggrieved employees' sick leave rates of pay. In addition to an hourly wage, MLK

COMMUNITY HOSPITAL paid Ms. Innis and other aggrieved employees shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, MLK COMMUNITY HOSPITAL failed to incorporate all remunerations, including shift differential pay, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Ms. Innis and other aggrieved employees took sick leave and received these other forms of pay, MLK COMMUNITY HOSPITAL failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, MLK COMMUNITY HOSPITAL paid Ms. Innis and other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

MLK COMMUNITY HOSPITAL's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Ms. Innis and other aggrieved employees on a company-wide basis in violation of Labor Code section 246(l).

Ms. Innis and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MLK COMMUNITY HOSPITAL into compliance with Labor Code section 246, pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 5-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

First, during the relevant time period, MLK COMMUNITY HOSPITAL required Ms. Innis and other aggrieved employees to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Ms. Innis spent approximately \$50 to purchase supplies such as pens, paper, notebooks, and a clipboard because MLK COMMUNITY HOSPITAL failed to provide her with the necessary equipment to complete her work-related tasks. Although MLK COMMUNITY HOSPITAL required Ms. Innis and other aggrieved employees to purchase their own supplies for use on the job, MLK COMMUNITY HOSPITAL failed to reimburse them for their costs incurred.

Second, during the relevant time period, MLK COMMUNITY HOSPITAL, on a company-wide basis, required that Ms. Innis and other aggrieved employees use their own personal vehicles to travel to attend training classes. For example, Ms. Innis was required to use her personal vehicle and drive to Gardena, California to attend and complete these training classes on approximately 10 occasions. Ms. Innis estimated driving approximately eight (8) miles roundtrip each time. Although MLK

COMMUNITY HOSPITAL required Ms. Innis and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, MLK COMMUNITY HOSPITAL failed to reimburse them for their mileage or travel expenses.

Third, during the relevant time period, MLK COMMUNITY HOSPITAL required Ms. Innis and other aggrieved employees to wear uniforms bearing MLK COMMUNITY HOSPITAL's company logo, including scrubs. However, due to the nature of hospital work that Ms. Innis performed such as bathing, cleaning, and feeding patients, Ms. Innis's uniform scrubs would become dirty and stained, such that she was required to wash her uniform items more frequently and separately from her other laundry, thus incurring additional laundry expenses for the upkeep of her uniform. Ms. Innis was required to spend approximately \$40 per month on additional laundry expenses for the upkeep of her uniform. Thus, MLK COMMUNITY HOSPITAL failed to maintain uniforms it required Ms. Innis and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

MLK COMMUNITY HOSPITAL could have provided Ms. Innis and other aggrieved employees with the actual equipment for use on the job, such as company vehicles, supplies, and equipment, as well as access to laundering services; or, MLK COMMUNITY HOSPITAL could have reimbursed employees for the costs of their mileage, supplies, equipment, and laundering expenses or provided a uniform maintenance allowance. Instead, MLK COMMUNITY HOSPITAL passed these operating costs onto Ms. Innis and other aggrieved employees. At all relevant times, Ms. Innis did not earn at least two (2) times the minimum wage.

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

California Labor Code § 558(a)

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

Accordingly, Ms. Innis seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Innis, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of

California against MLK COMMUNITY HOSPITAL for violations of California Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 246, 510, 511, 512(a), 516, 1174(d), 1182.12, 1182.14, 1194, 1197, 1197.1, 1198, and 2802.

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

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

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

Best Regards,

A handwritten signature in black ink, appearing to read "Ninel", is placed over a light gray rectangular background.

Ninel Kocharyan

Copy: MARTIN LUTHER KING, JR.-LOS ANGELES (MLK-LA) HEALTHCARE CORPORATION (via U.S. Certified Mail); MARTIN LUTHER KING, JR. HEALTH ASSOCIATES (via U.S. Certified Mail)

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