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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

10/31/2023 3:52 PM

By: Alyssa Leber, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ENEDINA ALVARADO, individually, and
on behalf of other members of the general
public similarly situated, and an as
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

MAMMOTH MEDICAL, LLC, a
California limited liability company;
SAVAS HEALTH, INC., a California
corporation; SAVAS HEALTH, LLC, a
California limited liability company;
SAVAS HEALTH HEMET, LLC, a
California limited liability company;
SAVAS HEALTH HESPERIA, LLC, a
California limited liability company;
SAVAS HEALTH INDIO, LLC, a
California limited liability company;
SAVAS HEALTH PALM SPRINGS, LLC,
a California limited liability company;
SAVAS HEALTH RANCHO MIRAGE,
LLC, a California limited liability
company; SAVAS HEALTH RIVERSIDE,
LLC, a California limited liability
company; SAVAS HEALTH SAN
JACINTO, LLC, a California limited
liability company; SAVAS HEALTH
TEMECULA, LLC, a California limited
liability company; SAVAS HEALTH
VICTORVILLE, LLC, a California limited

Case No.: CIVSB2316680

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 226(b)-(c), 432, 1198, and 1198.5 (Failure to Produce Employment Records);
- (7) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (8) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During

liability company; SUMMIT INSTITUTE, LLC, a California limited liability company; TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

- Employment);
- (9) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (10) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Enedina Alvarado, individually and on behalf of all other members of the
2 public similarly situated, and as an aggrieved employee and on behalf of all aggrieved
3 employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court because Defendants employ persons in this
5 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
6 and occurrences related to this action occurred in this county.

7 **THE PARTIES**

8 4. Plaintiff Enedina Alvarado is a resident of Hesperia, in San Bernardino County,
9 California. Defendants employed Plaintiff as an hourly paid, non-exempt Care Coordinator
10 from approximately September 2022 to April 2023. During her employment, Plaintiff
11 typically worked eight (8) or more hours per day and five (5) or more days per week. At the
12 time Plaintiff's employment with Defendants ended, she was compensated approximately
13 \$30.00 per hour. Plaintiff's primary job duties included, without limitation, coordinating
14 patient care provider visits, overseeing group and single patient therapy sessions, and
15 enrolling new patients.

16 5. MAMMOTH MEDICAL, LLC was and is, upon information and belief, a
17 California limited liability company, and at all times hereinafter mentioned, an employer
18 whose employees are engaged throughout this county and the State of California.

19 6. SAVAS HEALTH, INC. was and is, upon information and belief, a California
20 corporation, and at all times hereinafter mentioned, an employer whose employees are
21 engaged throughout this county and the State of California.

22 7. SAVAS HEALTH, LLC was and is, upon information and belief, a California
23 limited liability company, and at all times hereinafter mentioned, an employer whose
24 employees are engaged throughout this county and the State of California.

25 8. SAVAS HEALTH HEMET, LLC was and is, upon information and belief, a
26 California limited liability company, and at all times hereinafter mentioned, an employer
27 whose employees are engaged throughout this county and the State of California.

28 9. SAVAS HEALTH HESPERIA, LLC was and is, upon information and belief, a

1 California limited liability company, and at all times hereinafter mentioned, an employer
2 whose employees are engaged throughout this county and the State of California.

3 10. SAVAS HEALTH INDIO, LLC was and is, upon information and belief, a
4 California limited liability company, and at all times hereinafter mentioned, an employer
5 whose employees are engaged throughout this county and the State of California.

6 11. SAVAS HEALTH PALM SPRINGS, LLC was and is, upon information and
7 belief, a California limited liability company, and at all times hereinafter mentioned, an
8 employer whose employees are engaged throughout this county and the State of California.

9 12. SAVAS HEALTH RANCHO MIRAGE, LLC was and is, upon information and
10 belief, a California limited liability company, and at all times hereinafter mentioned, an
11 employer whose employees are engaged throughout this county and the State of California.

12 13. SAVAS HEALTH RIVERSIDE, LLC was and is, upon information and belief,
13 a California limited liability company, and at all times hereinafter mentioned, an employer
14 whose employees are engaged throughout this county and the State of California.

15 14. SAVAS HEALTH SAN JACINTO, LLC was and is, upon information and
16 belief, a California limited liability company, and at all times hereinafter mentioned, an
17 employer whose employees are engaged throughout this county and the State of California.

18 15. SAVAS HEALTH TEMECULA, LLC was and is, upon information and belief,
19 a California limited liability company, and at all times hereinafter mentioned, an employer
20 whose employees are engaged throughout this county and the State of California.

21 16. SAVAS HEALTH VICTORVILLE, LLC was and is, upon information and
22 belief, a California limited liability company, and at all times hereinafter mentioned, an
23 employer whose employees are engaged throughout this county and the State of California.

24 17. SUMMIT INSTITUTE, LLC was and is, upon information and belief, a
25 California limited liability company, and at all times hereinafter mentioned, an employer
26 whose employees are engaged throughout this county and the State of California.

27 18. TOBIAS MOELLER-BERTRAM, MD CORPORATION DESERT CLINIC
28 PAIN INSTITUTE was and is, upon information and belief, a California corporation, and at

1 all times hereinafter mentioned, an employer whose employees are engaged throughout this
2 county and the State of California.

3 19. Plaintiff is unaware of the true names or capacities of the Defendants sued
4 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
5 amend the complaint and serve such fictitiously named Defendants once their names and
6 capacities become known.

7 20. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
8 were the partners, agents, owners, or managers of MAMMOTH MEDICAL, LLC; SAVAS
9 HEALTH, INC.; SAVAS HEALTH, LLC; SAVAS HEALTH HEMET, LLC; SAVAS
10 HEALTH HESPERIA, LLC; SAVAS HEALTH INDIO, LLC; SAVAS HEALTH PALM
11 SPRINGS, LLC; SAVAS HEALTH RANCHO MIRAGE, LLC; SAVAS HEALTH
12 RIVERSIDE, LLC; SAVAS HEALTH SAN JACINTO, LLC; SAVAS HEALTH
13 TEMECULA, LLC; SAVAS HEALTH VICTORVILLE, LLC; SUMMIT INSTITUTE, LLC;
14 and TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE at
15 all relevant times.

16 21. Plaintiff is informed and believes, and thereon alleges, that each and all of the
17 acts and omissions alleged herein was performed by, or is attributable to, MAMMOTH
18 MEDICAL, LLC; SAVAS HEALTH, INC.; SAVAS HEALTH, LLC; SAVAS HEALTH
19 HEMET, LLC; SAVAS HEALTH HESPERIA, LLC; SAVAS HEALTH INDIO, LLC;
20 SAVAS HEALTH PALM SPRINGS, LLC; SAVAS HEALTH RANCHO MIRAGE, LLC;
21 SAVAS HEALTH RIVERSIDE, LLC; SAVAS HEALTH SAN JACINTO, LLC; SAVAS
22 HEALTH TEMECULA, LLC; SAVAS HEALTH VICTORVILLE, LLC; SUMMIT
23 INSTITUTE, LLC; TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN
24 INSTITUTE; and/or DOES 1 through 10 (collectively, “Defendants” or “SAVAS”), each
25 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with,
26 each of the other co-Defendants and was acting within the course and scope of such agency,
27 employment, joint venture, or concerted activity with legal authority to act on the others’
28 behalf. The acts of any and all Defendants were in accordance with, and represent, the official

1 policy of Defendants.

2 22. At all relevant times, Defendants, and each of them, ratified each and every act
3 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
4 and abetted the acts and omissions of each and all the other Defendants in proximately causing
5 the damages herein alleged.

6 23. Plaintiff is informed and believes, and thereon alleges, that each of said
7 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
8 omissions, occurrences, and transactions alleged herein.

9 24. Under California law, Defendants are jointly and severally liable as employers
10 for the violations alleged herein because they have each exercised sufficient control over the
11 wages, hours, working conditions, and employment status of Plaintiff and class members.
12 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
13 controlled their work schedule and/or conditions of employment, determined their rate of pay,
14 and maintained their employment records. Defendants suffered or permitted Plaintiff and
15 class members to work and/or “engaged” Plaintiff and class members so as to create a
16 common-law employment relationship. As joint employers of Plaintiff and class members,
17 Defendants are jointly and severally liable for the civil penalties and all other relief available
18 to Plaintiff and class members under the law.

19 25. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
20 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
21 members because Defendants have:

- 22 (a) jointly exercised meaningful control over the work performed by
23 Plaintiff and class members;
- 24 (b) jointly exercised meaningful control over Plaintiff’s and class members’
25 wages, hours, and working conditions, including the quantity, quality
26 standards, speed, scheduling, and operative details of the tasks
27 performed by Plaintiff and class members;
- 28 (c) jointly required that Plaintiff and class members perform work which is

an integral part of Defendants' businesses; and

(d) jointly exercised control over Plaintiff and class members as a matter of economic reality in that Plaintiff and class members were dependent on Defendants, who shared the power to set the wages of Plaintiff and class members and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

26. Plaintiff is informed and believes, and thereon alleges, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

27. MAMMOTH MEDICAL, LLC; SAVAS HEALTH, INC.; SAVAS HEALTH, LLC; SAVAS HEALTH HEMET, LLC; SAVAS HEALTH HESPERIA, LLC; SAVAS HEALTH INDIO, LLC; SAVAS HEALTH PALM SPRINGS, LLC; SAVAS HEALTH RANCHO MIRAGE, LLC; SAVAS HEALTH RIVERSIDE, LLC; SAVAS HEALTH SAN JACINTO, LLC; SAVAS HEALTH TEMECULA, LLC; SAVAS HEALTH VICTORVILLE, LLC; SUMMIT INSTITUTE, LLC; TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE; and DOES 1 through 10 are therefore alter egos of each other.

28. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name SAVAS.

29. Plaintiff further alleges, upon information and belief, that MAMMOTH MEDICAL, LLC; SAVAS HEALTH, INC.; SAVAS HEALTH, LLC; SAVAS HEALTH HEMET, LLC; SAVAS HEALTH HESPERIA, LLC; SAVAS HEALTH INDIO, LLC; SAVAS HEALTH PALM SPRINGS, LLC; SAVAS HEALTH RANCHO MIRAGE, LLC; SAVAS HEALTH RIVERSIDE, LLC; SAVAS HEALTH SAN JACINTO, LLC; SAVAS HEALTH TEMECULA, LLC; SAVAS HEALTH VICTORVILLE, LLC; SUMMIT

1 INSTITUTE, LLC; and TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT
2 PAIN INSTITUTE are alter egos of each other for the following reasons:

3 (a) On the California Secretary of State's website
4 (<https://bizfileonline.sos.ca.gov/>), MAMMOTH MEDICAL, LLC;
5 SAVAS HEALTH, INC.; SAVAS HEALTH, LLC; SAVAS HEALTH
6 HEMET, LLC; SAVAS HEALTH HESPERIA, LLC; SAVAS
7 HEALTH INDIO, LLC; SAVAS HEALTH PALM SPRINGS, LLC;
8 SAVAS HEALTH RANCHO MIRAGE, LLC; SAVAS HEALTH
9 RIVERSIDE, LLC; SAVAS HEALTH SAN JACINTO, LLC; SAVAS
10 HEALTH TEMECULA, LLC; SAVAS HEALTH VICTORVILLE,
11 LLC; SUMMIT INSTITUTE, LLC; and TOBIAS MOELLER-
12 BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE have
13 the same principal and/or mailing address of "3857 BIRCH ST[REET]
14 S[UI]TE NEWPORT BEACH, CA 92660";

15 (b) According to "Statement of Information" forms filed with the California
16 Secretary of State, MAMMOTH MEDICAL, LLC; SAVAS HEALTH,
17 INC.; SAVAS HEALTH, LLC; SAVAS HEALTH HEMET, LLC;
18 SAVAS HEALTH HESPERIA, LLC; SAVAS HEALTH INDIO, LLC;
19 SAVAS HEALTH PALM SPRINGS, LLC; SAVAS HEALTH
20 RANCHO MIRAGE, LLC; SAVAS HEALTH RIVERSIDE, LLC;
21 SAVAS HEALTH SAN JACINTO, LLC; SAVAS HEALTH
22 TEMECULA, LLC; SAVAS HEALTH VICTORVILLE, LLC;
23 SUMMIT INSTITUTE, LLC; TOBIAS MOELLER-BERTRAM, MD,
24 CORPORATION DESERT PAIN INSTITUTE share the same officers,
25 managers, and/or members, including, but not limited to:

26 i. Christopher Allen McDonald, who serves as the manager
27 and/or member of MAMMOTH MEDICAL, LLC and
28 Chief Executive Officer of SAVAS HEALTH, INC.;

SUMMIT INSTITUTE, LLC; and TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE;

ii. Tobias Moeller-Bertram, who serves as the manager and/or member of MAMMOTH MEDICAL, LLC and Secretary of SAVAS HEALTH, INC.; and Chief Executive Officer and Secretary of TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE;

iii. MAMMOTH MEDICAL, LLC, who serves as the manager and/or member of SAVAS HEALTH, LLC; SAVAS HEALTH HEMET, LLC; SAVAS HEALTH INDIO, LLC; SAVAS HEALTH PALM SPRINGS, LLC; SAVAS HEALTH RANCHO MIRAGE, LLC; SAVAS HEALTH RIVERSIDE, LLC; SAVAS HEALTH SAN JACINTO, LLC; SAVAS HEALTH TEMECULA, LLC; and SUMMIT INSTITUTE, LLC; and

iv. SAVAS HEALTH, LLC, who serves as the manager and/or member of SAVAS HEALTH HESPERIA, LLC and SAVAS HEALTH TEMECULA, LLC;

(c) According to “Statement of Information” forms filed with the California Secretary of State, MAMMOTH MEDICAL, LLC; SAVAS HEALTH, INC.; SAVAS HEALTH, LLC; SAVAS HEALTH HEMET, LLC; SAVAS HEALTH HESPERIA, LLC; SAVAS HEALTH INDIO, LLC; SAVAS HEALTH PALM SPRINGS, LLC; SAVAS HEALTH RANCHO MIRAGE, LLC; SAVAS HEALTH RIVERSIDE, LLC; SAVAS HEALTH SAN JACINTO, LLC; SAVAS HEALTH TEMECULA, LLC; SAVAS HEALTH VICTORVILLE, LLC;

SUMMIT INSTITUTE, LLC; and TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE share the same agent for service of process, “ANGIE DENNING”; and

(d) On information and belief, MAMMOTH MEDICAL, LLC; SAVAS HEALTH, INC.; SAVAS HEALTH, LLC; SAVAS HEALTH HEMET, LLC; SAVAS HEALTH HESPERIA, LLC; SAVAS HEALTH INDIO, LLC; SAVAS HEALTH PALM SPRINGS, LLC; SAVAS HEALTH RANCHO MIRAGE, LLC; SAVAS HEALTH RIVERSIDE, LLC; SAVAS HEALTH SAN JACINTO, LLC; SAVAS HEALTH TEMECULA, LLC; SAVAS HEALTH VICTORVILLE, LLC; SUMMIT INSTITUTE, LLC; and TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

30. Defendants operate pain management clinics throughout the Riverside and San Bernardino, California counties. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Newport Beach, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

31. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire.

1 32. Upon information and belief, Defendants maintain a centralized Payroll
2 department at their company headquarters in Newport Beach, California, which processes
3 payroll for all non-exempt, hourly paid employees working for Defendants at their various
4 locations in California, including Plaintiff and class members. Based upon information and
5 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
6 employees in California, irrespective of their work locations. Upon information and belief,
7 Defendants process payroll for departing employees in the same manner throughout the State
8 of California, regardless of the manner in which each employee's employment ends.

9 33. Defendants continue to employ non-exempt or hourly paid employees in
10 California.

11 34. Plaintiff is informed and believes, and thereon alleges, that at all times herein
12 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
13 and advisors knowledgeable about California labor and wage law, employment and personnel
14 practices, and about the requirements of California law.

15 35. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
16 members were not paid for all hours worked because all hours worked were not recorded.

17 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and class members were entitled to receive certain wages for
19 overtime compensation and that they were not receiving certain wages for overtime
20 compensation.

21 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to receive at least minimum
23 wages for compensation and that they were not receiving at least minimum wages for work
24 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
25 and class members were not paid at least minimum wages for work done off-the-clock.

26 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and/or class members were entitled to be paid at a regular
28 rate of pay, and corresponding rates of pay for overtime wages and/or meal and rest period

1 premiums that included as eligible income all remuneration required by law, including but not
2 limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or other
3 forms of compensation, but failed to include all forms of remuneration in calculating the
4 regular rate of pay for Plaintiff and/or class members.

5 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to meal periods in
7 accordance with the California Labor Code and applicable IWC Wage Order or payment of
8 one (1) additional hour of pay at their regular rates of pay when they were not provided with
9 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
10 were not provided with all meal periods or payment of one (1) additional hour of pay at their
11 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
12 period.

13 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and class members were entitled to rest periods in
15 accordance with the California Labor Code and applicable IWC Wage Order or payment of
16 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
17 permitted to take a compliant rest period and that Plaintiff and class members were not
18 authorized and permitted to take compliant rest periods, or provided with payment of one (1)
19 additional hour of pay at their regular rates of pay when they were not authorized and
20 permitted to take a compliant rest period.

21 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to receive complete and
23 accurate wage statements in accordance with California law. In violation of the California
24 Labor Code, Plaintiff and class members were not provided complete and accurate wage
25 statements.

26 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that they had a duty to maintain accurate and complete payroll records in
28 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,

1 knowingly, and intentionally failed to do so.

2 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that they were required to comply with requests from Plaintiff and class
4 members to inspect or receive a copy of their wage records within 21 days in accordance with
5 the California Labor Code and applicable IWC Wage Order, but willfully, knowingly, and
6 intentionally failed to do so.

7 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to timely payment of all
9 wages earned upon termination of employment. In violation of the California Labor Code,
10 Plaintiff and class members did not receive payment of all wages due, including, but not
11 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
12 permissible time periods.

13 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and class members were entitled to timely payment of wages
15 during their employment. In violation of the California Labor Code, Plaintiff and class
16 members did not receive payment of all wages, including, but not limited to, overtime wages,
17 minimum wages, and/or meal and rest period premiums, within permissible time periods.

18 46. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and class members were entitled to receive full
20 reimbursement for all business-related expenses and costs they incurred during the course and
21 scope of their employment and that they did not receive full reimbursement of applicable
22 business-related expenses and costs incurred.

23 47. Plaintiff is informed and believes, and thereon alleges, that at all times herein
24 mentioned, Defendants knew or should have known that Defendants had a duty to provide
25 Plaintiff and class members with written notice of the material terms of their employment with
26 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

27 48. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants knew or should have known that they had a duty to compensate

1 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
2 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
3 falsely represented to Plaintiff and class members that they were properly denied wages, all in
4 order to increase Defendants' profits.

5 **PAGA REPRESENTATIVE ALLEGATIONS**

6 49. At all times herein set forth, PAGA provides that any provision of law under
7 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
8 assessed and collected by the LWDA for violations of the California Labor Code and
9 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
10 civil action brought on behalf of themselves and other current or former employees pursuant
11 to procedures outlined in California Labor Code section 2699.3.

12 50. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
13 person who was employed by the alleged violator and against whom one or more of the
14 alleged violations was committed."

15 51. Plaintiff and other current and former employees of Defendants are "aggrieved
16 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
17 or former employees and one or more of the alleged violations were committed against them.

18 52. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
19 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
20 following requirements have been met:

21 (a) The aggrieved employee or representative shall give written notice by
22 online filing with the LWDA and by certified mail to the employer of
23 the specific provisions of the California Labor Code alleged to have
24 been violated, including the facts and theories to support the alleged
25 violation.

26 (b) An aggrieved employee's notice filed with the LWDA pursuant to
27 2699.3(a) and any employer response to that notice shall be
28 accompanied by a filing fee of seventy-five dollars (\$75).

1 (c) The LWDA shall notify the employer and the aggrieved employee or
2 representative by certified mail that it does not intend to investigate the
3 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
4 the postmark date of the aggrieved employee’s notice. Upon receipt of
5 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
6 (65) calendar days of the postmark date of the aggrieved employee’s
7 notice, the aggrieved employee may commence a civil action pursuant
8 to California Labor Code section 2699 to recover civil penalties.

9 53. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
10 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
11 provision other than those listed in Section 2699.5 after the following requirements have been
12 met:

- 13 (a) The aggrieved employee or representative shall give written notice by
14 online filing with the LWDA and by certified mail to the employer of
15 the specific provisions of the California Labor Code alleged to have
16 been violated (other than those listed in Section 2699.5), including the
17 facts and theories to support the alleged violation.
- 18 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
19 2699.3(c) and any employer response to that notice shall be
20 accompanied by a filing fee of seventy-five dollars (\$75).
- 21 (c) The employer may cure the alleged violation within thirty-three (33)
22 calendar days of the postmark date of the notice sent by the aggrieved
23 employee or representative. The employer shall give written notice
24 within that period of time by certified mail to the aggrieved employee or
25 representative and by online filing with the LWDA if the alleged
26 violation is cured, including a description of actions taken, and no civil
27 action pursuant to Section 2699 may commence. If the alleged violation
28 is not cured within the 33-day period, the aggrieved employee may

1 commence a civil action pursuant to Section 2699.

2 54. On August 23, 2023, Plaintiff provided written notice by online filing to the
3 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
4 Code alleged to have been violated, including facts and theories to support the alleged
5 violations, in accordance with California Labor Code section 2699.3. Plaintiff’s written
6 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
7 LWDA PAGA Administrator confirmed receipt of Plaintiff’s written notice and assigned
8 Plaintiff PAGA Case Number LWDA-CM-977298-23. A true and correct copy of Plaintiff’s
9 written notice to the LWDA and Defendants is attached hereto as “Exhibit 1.”

10 55. As of the filing date of this complaint, over 65 days have passed since Plaintiff
11 sent the notice described above to the LWDA, and the LWDA has not responded that it
12 intends to investigate Plaintiff’s claims and Defendants have not cured the violations.

13 56. Thus, Plaintiff has satisfied the administrative prerequisites under California
14 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
15 violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510,
16 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5.

17 57. Labor Code section 558(a) provides “[a]ny employer or other person acting on
18 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
19 provision regulating hours and days of work in any order of the Industrial Welfare
20 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
21 dollars (\$50) for each underpaid employee for each pay period for which the employee was
22 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
23 underpaid employee for each pay period for which the employee was underpaid” Labor
24 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
25 to any other civil or criminal penalty provided by law.”

26 58. Defendants, at all times relevant to this complaint, were employers or persons
27 acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’
28 rights by violating various sections of the California Labor Code as set forth above.

- 1 (a) Whether Defendants required Plaintiff and class members to work over
2 eight (8) hours per day, over twelve (12) hours per day, or over forty
3 (40) hours per week and failed to pay all legally required overtime
4 compensation to Plaintiff and class members;
- 5 (b) Whether Defendants failed to include all forms of remuneration in the
6 regular rate of pay as required by law for purposes of paying overtime
7 wages and/or meal and rest period premiums to Plaintiff and/or class
8 members;
- 9 (c) Whether Defendants failed to pay Plaintiff and class members at least
10 minimum wages for all hours worked;
- 11 (d) Whether Defendants failed to provide Plaintiff and class members with
12 meal periods;
- 13 (e) Whether Defendants failed to authorize and permit Plaintiff and class
14 members to take rest periods;
- 15 (f) Whether Defendants provided Plaintiff and class members with
16 complete and accurate wage statements as required by California Labor
17 Code section 226(a);
- 18 (g) Whether Defendants maintained accurate payroll records as required by
19 California Labor Code section 1174(d);
- 20 (h) Whether Defendants failed to produce copies or allow inspection of
21 employees' own personnel and other employment records upon written
22 request within the statutory time limits;
- 23 (i) Whether Defendants failed to pay earned overtime wages, minimum
24 wages, and/or meal and rest period premiums due to Plaintiff and class
25 members upon their discharge;
- 26 (j) Whether Defendants failed timely to pay overtime wages, minimum
27 wages, and/or meal and rest period premiums due to Plaintiff and class
28 members during their employment;

- (k) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (l) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;
- (m) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (n) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

68. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are

versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime (Against all Defendants)

69. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

70. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission

1 shall be the . . . standard conditions of labor for employees. The employment of any employee
2 . . . under conditions of labor prohibited by the order is unlawful.”

3 71. California Labor Code section 1198 and the applicable IWC Wage Order
4 provide that it is unlawful to employ persons without compensating them at a rate of pay
5 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
6 number of hours worked by the person on a daily or weekly basis.

7 72. Specifically, the applicable IWC Wage Order provides that Defendants are and
8 were required to pay Plaintiff and class members working more than eight (8) hours in a day
9 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
10 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
11 workweek.

12 73. The applicable IWC Wage Order further provides that Defendants are and were
13 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
14 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
15 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
16 employee, including nondiscretionary bonuses and incentive pay.

17 74. California Labor Code section 510 codifies the right to overtime compensation
18 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
19 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
20 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
21 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
22 in a day on the seventh (7th) day of work.

23 75. During the relevant time period, Defendants willfully failed to pay all overtime
24 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
25 class members were not paid overtime premiums for all of the hours they worked in excess of
26 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
27 hours in a week, because all hours worked were not recorded.

28 76. First, during the relevant time period, Defendants had a company-wide rotating

1 “on-call” policy, whereby they scheduled Plaintiff and class members to work an “on-call”
2 week once per quarter. During an “on-call” week, Plaintiff and class members had to be
3 available outside of Defendants’ regular business hours and were required to respond to calls
4 from patients that had come through Defendants’ after-hours hotline. Specifically, during an
5 “on-call” week, Plaintiff and class members were required to be available Monday through
6 Friday, from 5:00 p.m. to 8:00 p.m., and on Saturday and Sunday from 8:00 a.m. to 8:00 p.m.,
7 and answer any call from Defendants’ patients and providers, and, if necessary, report to
8 Defendants’ clinic(s). Defendants required Plaintiff and class members to keep their personal
9 cellular phones on their persons and respond immediately while working an “on-call” week.
10 Additionally, Defendants issued company laptop computers to Plaintiff and class members
11 and required them to take the laptop computers home with them so they would be able to
12 access patient files and look up pertinent information while working an “on-call” week. When
13 scheduled to be “on-call,” Plaintiff and class members were, in essence, on controlled standby
14 for Defendants because they could not use that time freely for their own purposes and were
15 forced to put their lives on hold. For example, Plaintiff refrained from making plans
16 altogether while “on-call” because she knew that she had to drop whatever she was doing at a
17 moment’s notice if she received a call from Defendants. Defendants paid Plaintiff and class
18 members a flat rate of \$150.00 per week during an “on-call” week. However, Defendants
19 failed to pay Plaintiff and class members for the time during which they were waiting to
20 receive a call from Defendants and unable to use their time for their own purposes.

21 77. Second, Defendants had, and continue to have, a company-wide policy and/or
22 practice requiring Plaintiff and class members to perform various work-related tasks while
23 off-the-clock before and after their shifts. For example, Plaintiff and class members were
24 required to respond to phone communications from management before and after their shifts
25 or on their days off. For instance, at least twice per week, Plaintiff was required to answer
26 work-related phone calls and text messages from other staff and patient care providers, while
27 off-the-clock, to discuss the coordination of patient care visits. Moreover, Plaintiff and class
28 members were required to drive to Defendants’ other locations to cover shifts or attend

1 trainings, but were not compensated for their travel time. For example, one morning, Plaintiff
2 received a call from her supervisor and was told to cover Defendants' Victorville location.
3 Plaintiff was required to drive from her home in Hesperia, California to Defendants' Hesperia
4 location to pick up her company laptop before driving to work at Defendants' Victorville,
5 California location. Plaintiff spent 30 minutes or more driving between locations while off-
6 the-clock because she was only permitted to clock in when she arrived at the Victorville
7 clinic. Thus, Defendants failed to track all of the time that employees spent performing work-
8 related tasks outside of their shifts, and Plaintiff and class members received no compensation
9 for this time.

10 78. Third, during the relevant time period, Defendants had, and continue to have, a
11 company-wide policy and/or practice of understaffing their locations, including adopting a
12 single-staffing model for some of their positions, while assigning heavy workloads, resulting
13 in a failure to provide Plaintiff and class members with adequate meal period coverage. As a
14 result of this lack of meal period coverage, Plaintiff and class members were not always
15 afforded uninterrupted 30-minute meal periods during shifts when they were entitled to
16 receive a meal period. Defendants also had a practice of failing to schedule meal periods
17 which, combined with the assignment of heavy workloads, further caused Plaintiff and class
18 members to not be relieved of their duties for compliant meal periods. For example, Plaintiff
19 worked through her meal periods to keep up with the demands of work and complete her
20 assigned duties, and had her meal periods interrupted by management to discuss her work
21 performance. Consequently, Plaintiff and class members were required to work through meal
22 periods and/or had their meal periods interrupted to complete their assigned workloads, and
23 Defendants did not pay Plaintiff and class members for the time they continued to perform
24 tasks during meal periods.

25 79. Defendants knew or should have known that as a result of these company-wide
26 practices and/or policies, Plaintiff and class members were performing their assigned duties
27 off-the-clock before and after their shifts and during meal periods, and were suffered or
28 permitted to perform work for which they were not paid. Because Plaintiff and class members

1 sometimes worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more,
2 some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and
3 class members were not paid overtime wages for all of the overtime hours they actually
4 worked.

5 80. Furthermore, Defendants did not pay Plaintiff and/or class members the correct
6 overtime rate for the recorded overtime hours that they generated. In addition to an hourly
7 wage, Defendants paid Plaintiff and/or class members incentive pay, nondiscretionary
8 bonuses, and/or other forms of remuneration. However, in violation of the California Labor
9 Code, Defendants failed to incorporate all compensation, including incentive pay,
10 nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the
11 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during
12 times when Plaintiff and/or class members worked overtime and received these other forms of
13 pay, Defendants failed to pay all overtime wages by paying a lower overtime rate than
14 required.

15 81. Defendants' failure to pay Plaintiff and class members the balance of overtime
16 compensation as required by California law, violates the provisions of California Labor Code
17 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
18 members are entitled to recover from Defendants their unpaid overtime compensation, as well
19 as interest, costs, and attorneys' fees.

20 **SECOND CAUSE OF ACTION**

21 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 22 **Minimum Wages** 23 **(Against all Defendants)**

24 82. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
25 and every allegation set forth above.

26 83. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
27 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
28 minimum wage to be paid to employees, and the payment of a wage less than the minimum so

1 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as “the
2 time during which an employee is subject to the control of an employer, and includes all the
3 time the employee is suffered or permitted to work, whether or not required to do so.” Cal.
4 Code Regs. tit. 8, § 11040(2)(K) (defining “Hours Worked”).

5 84. As set forth above, Defendants systematically, and on a company-wide basis,
6 required Plaintiff and class members to work “on-call” weeks during which they had to put
7 their lives on hold and were restricted from using that time freely for their own purposes.
8 Even though Plaintiff and class members were subject to Defendants’ control during an “on-
9 call” shift, Defendants did not pay Plaintiff and class members at least minimum wages for all
10 hours that they were suffered or permitted to work.

11 85. As also stated above, during the relevant time period, Defendants had a
12 company-wide policy and/or practice requiring Plaintiff and class members to perform various
13 work-related tasks outside of their scheduled shifts, including answering phone calls and texts
14 messages from Defendants and driving to Defendants’ other locations to cover shifts or attend
15 trainings. Defendants failed to track this time Plaintiff and class members spent working off-
16 the-clock, and Plaintiff and class members received no compensation for this time.

17 86. Additionally, as stated, due to Defendants’ policies and/or practices of
18 understaffing and/or single-staffing their locations, assigning heavy workloads, failure to
19 schedule meal periods, and subsequent lack of meal period coverage, Plaintiff and class
20 members were impeded from taking all uninterrupted meal periods to which they were entitled
21 and were required to work off-the-clock during meal periods, time for which they were not
22 paid.

23 87. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
24 and class members. To the extent that these off-the-clock hours did not qualify for overtime
25 premium payment, Defendants did not pay at least minimum wages for those hours worked
26 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
27 1198.

28 88. Defendants’ failure to pay Plaintiff and class members minimum wages violates

1 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
2 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
3 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
4 interest thereon.

5 **THIRD CAUSE OF ACTION**

6 **Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

7 **Violations**

8 **(Against all Defendants)**

9 89. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and every allegation set forth above.

11 90. At all relevant times herein set forth, California Labor Code section 512(a)
12 provides that an employer may not require, cause, or permit an employee to work for a period
13 of more than five (5) hours per day without providing the employee with a meal period of not
14 less than thirty (30) minutes, except that if the total work period per day of the employee is
15 not more than six (6) hours, the meal period may be waived by mutual consent of both the
16 employer and the employee. Under California law, first meal periods must start after no more
17 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

18 91. At all relevant times herein set forth, California Labor Code sections 226.7,
19 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
20 meal period mandated by an applicable order of the IWC.

21 92. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a),
22 and the applicable IWC Wage Order also require employers to provide a second meal period
23 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
24 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
25 total hours worked is no more than twelve (12) hours, the second meal period may be waived
26 by mutual consent of the employer and the employee only if the first meal period was not
27 waived.

28 93. During the relevant time period, as stated, Defendants had, and continue to

1 have, a company-wide policy and/or practice of understaffing and/or single-staffing their
2 locations while assigning heavy workloads, which has resulted in a lack of meal period
3 coverage and prevented Plaintiff and class members from taking all timely, uninterrupted meal
4 periods to which they were entitled. Further, as stated, Defendants had a practice of failing to
5 schedule meal periods, which further caused Plaintiff and class members to not be relieved of
6 their duties for compliant meal periods. As a result, Plaintiff and class members had to work
7 through all or part of their meal periods, had their meal periods interrupted, and/or had to wait
8 extended periods of time before taking meal periods. For example, approximately twice per
9 week, Plaintiff could not take her meal periods until more than five (5) hours into her shifts,
10 due to the heavy workload and lack of coverage. As another example, as stated, Plaintiff had
11 her meal periods interrupted by management to discuss her work performance and missed
12 meal periods to complete her assigned duties. Plaintiff and class members did not sign valid
13 meal period waivers on days that they were entitled to meal periods and were not relieved of
14 all duties.

15 94. At all times herein mentioned, Defendants knew or should have known that, as
16 a result of these policies, Plaintiff and class members were prevented from being relieved of
17 all duties and required to perform some of their assigned duties during meal periods.
18 Defendants further knew or should have known that Defendants did not pay Plaintiff and class
19 members meal period premiums when meal periods were late, interrupted, shortened, and/or
20 missed.

21 95. Moreover, Defendants engaged in a company-wide practice and/or policy of
22 not paying meal period premiums owed when compliant meal periods are not provided.
23 Because of this practice and/or policy, Plaintiff and class members have not received premium
24 pay for missed, late, and interrupted meal periods. Alternatively, to the extent that Defendants
25 did pay Plaintiff and/or class members premium pay for missed, late, and interrupted meal
26 periods, Defendants did not pay Plaintiff and/or class members at the correct rate of pay for
27 premiums because Defendants systematically failed to include all forms of compensation,
28 such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the

1 regular rate of pay. As a result, Defendants failed to provide Plaintiff and class members
2 compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516
3 and failed to pay the full meal period premiums due.

4 96. Defendants' conduct violates the applicable IWC Wage Order, and California
5 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
6 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
7 rate of compensation for each work day that the meal period was not provided.

8 **FOURTH CAUSE OF ACTION**

9 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 10 **(Against all Defendants)**

11 97. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
12 and every allegation set forth above.

13 98. At all relevant times herein set forth, the applicable IWC Wage Order and
14 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
15 members' employment by Defendants.

16 99. At all relevant times, the applicable IWC Wage Order provides that "[e]very
17 employer shall authorize and permit all employees to take rest periods, which insofar as
18 practicable shall be in the middle of each work period" and that the "rest period time shall be
19 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
20 hours or major fraction thereof" unless the total daily work time is less than three and one-half
21 (3 ½) hours.

22 100. At all relevant times, California Labor Code section 226.7 provides that no
23 employer shall require an employee to work during any rest period mandated by an applicable
24 order of the California IWC. To comply with its obligation to authorize and permit rest
25 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
26 employer must "relinquish any control over how employees spend their break time, and
27 relieve their employees of all duties—including the obligation that an employee remain on
28 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services*,

1 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
2 Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from
3 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
4 required rest period was not authorized and permitted.

5 101. During the relevant time period, Defendants regularly failed to authorize and
6 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
7 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
8 practices and/or policies of understaffing and/or single-staffing and assigning heavy
9 workloads prevented Plaintiff and class members from being relieved of all duty to take rest
10 periods. Additionally, Defendants failed to schedule rest periods, which, coupled with
11 Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and class
12 members not being authorized and permitted to take rest periods.

13 102. Furthermore, upon information and belief, during the relevant time period,
14 Defendants maintained and implemented a company-wide on-premises rest period policy,
15 which effectively required that Plaintiff and class members remain on the work premises
16 during their rest periods. Because Plaintiff and class members were restricted from leaving
17 the premises during rest periods, they were denied the ability to use their rest periods freely
18 for their own purposes, such as running personal errands. Thus, Defendants effectively
19 maintained control over Plaintiff and class members during rest periods.

20 103. As a result of Defendants' practices and policies, Plaintiff and class members
21 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
22 receiving all uninterrupted rest periods to which they were entitled. For example, Plaintiff had
23 to forego nearly all of her rest periods because of the lack of coverage and Defendants' failure
24 to schedule rest periods for employees. When Plaintiff was able to take her rest periods, they
25 were often shortened, in order for her to keep up with her assigned duties.

26 104. Defendants have also engaged in a company-wide practice and/or policy of not
27 paying rest period premiums owed when compliant rest periods are not authorized and
28 permitted. Because of this practice and/or policy, Plaintiff and class members have not

1 received premium pay for all missed rest periods. Alternatively, to the extent that Defendants
2 did pay Plaintiff and/or class members one (1) additional hour of premium pay for missed rest
3 periods, Defendants did not pay Plaintiff and/or class members at the correct rate of pay for
4 premiums because Defendants failed to include all forms of compensation, such as incentive
5 pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.
6 As a result, Defendants denied Plaintiff and class members rest periods and failed to pay them
7 rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the
8 applicable IWC Wage Order.

9 105. Defendants' conduct violates the applicable IWC Wage Order and California
10 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
11 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
12 compensation for each work day that a compliant rest period was not authorized and
13 permitted.

14 **FIFTH CAUSE OF ACTION**

15 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 16 **Statements and Failure to Maintain Accurate Payroll Records** 17 **(Against all Defendants)**

18 106. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
19 and every allegation set forth above.

20 107. At all relevant times herein set forth, California Labor Code section 226(a)
21 provides that every employer shall furnish each of his or her employees an accurate and
22 complete itemized wage statement in writing, including, but not limited to, the name and
23 address of the legal entity that is the employer, the inclusive dates of the pay period, total
24 hours worked, and all applicable rates of pay.

25 108. At all relevant times, Defendants have knowingly and intentionally provided
26 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
27 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
28 that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all

1 applicable hourly rates in effect during the pay period, including rates of pay for overtime
2 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
3 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

4 109. Because Defendants did not record the time Plaintiff and Subclass members
5 spent working off-the-clock, Defendants did not list the correct amount of gross wages and net
6 wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and
7 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours
8 worked by Plaintiff and Subclass members, in violation of section 226(a)(2), and failed to list
9 the applicable hourly rates of pay in effect during the pay period and the corresponding
10 accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

11 110. In addition, because Defendants did not calculate Plaintiff's and/or Subclass
12 members' regular rate of pay correctly for purposes of paying overtime wages and/or meal and
13 rest period premiums, Defendants did not list the correct amount of gross wages in compliance
14 with section 226(a)(1). For the same reason, Defendants failed to list the correct amount of
15 net wages in violation of section 226(a)(5). Defendants also failed to correctly list all
16 applicable hourly rates in effect during the pay period, namely, correct rates of pay for
17 overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

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

26 112. California Labor Code section 1174(d) provides that "[e]very person employing
27 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
28 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the

1 plants or establishments at which employees are employed, payroll records showing the hours
2 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
3 applicable piece rate paid to, employees employed at the respective plants or
4 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
5 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
6 members showing the daily hours they worked and the wages paid thereto as a result of failing
7 to record the off-the-clock hours that they worked.

8 113. California Labor Code section 1198 provides that the maximum hours of work
9 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
10 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
11 employment of any employees for longer hours than those fixed by the order or under
12 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
13 Wage Order, employers are required to keep accurate time records showing when the
14 employee begins and ends each work period and meal period. During the relevant time
15 period, Defendants engaged in company-wide practices and/or policies of failing to record
16 actual hours worked, and thereby failed to keep accurate records of work period and meal
17 period start and end times for Plaintiff and Subclass members, in violation of section 1198.

18 114. Plaintiff and Subclass members are entitled to recover from Defendants the
19 greater of their actual damages caused by Defendants’ failure to comply with California Labor
20 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
21 employee.

22 SIXTH CAUSE OF ACTION

23 Violation of California Labor Code §§ 226(b)-(c), 432, 1198, and 1198.5—Failure to 24 Produce and/or Permit Inspection of Records and Instruments Signed 25 (Against all Defendants)

26 115. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
27 and every allegation set forth above.

28 116. At all relevant times herein, California Labor Code section 226(b) provides that

every employer shall furnish current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer. Labor Code Section 226(c) provides that an employer must comply with a request made pursuant to Labor Code section 226(b) no later than 21 calendar days from the date of the employee's request. California Labor Code section 226(f) states "[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer." Labor Code section 226(h) states "[a]n employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's fees."

117. At all times relevant herein, California Labor Code section 432 states "[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request." Labor Code section 433 states "[a]ny person violating this article is guilty of a misdemeanor."

118. At all times relevant herein, California Labor Code section 1198.5 requires that an employer provide a copy of an employee's personnel record no later than 30 days from the date the employer receives a written request. If an employer fails to satisfy this written request, the former employee may recover a penalty of \$750 from the employer. Cal. Lab. Code § 1198.5(k). The former employee may also bring an action for injunctive relief and may recover costs and reasonable attorney's fees. Cal. Lab. Code § 1198.5(l).

119. At all times relevant herein, IWC Wage Order No. 4-2001, subdivision 7(A), provides "[e]very employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.” IWC Wage Order No. 5-2001, subdivision 7(C), also provides “[a]ll required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee’s records shall be available for inspection by the employee upon reasonable request.”

120. During the relevant time period, Plaintiff sent Defendants reasonable written request for documents and records relating to her employment with Defendants. During the relevant time period, Defendants failed to produce for inspection and copying or otherwise permit inspection and copying of documents and records relating to Plaintiff’s employment. For example, on June 7, 2023, Plaintiff sent a written request to Defendants via FedEx overnight mail. On June 8, 2023, FedEx confirmed Defendants received Plaintiff’s written request for records. Then, on July 11, 2023, Plaintiff sent a second written request to Defendants via FedEx overnight mail. On June 12, 2023, FedEx confirmed Defendants received Plaintiff’s second written request for records. To date, Defendants have failed to respond to either of Plaintiff’s written request for records. Thus, Defendants have failed to comply with the reasonable written requests for documentation and records relating to Plaintiff’s employment within the statutory time limits, in violation of Labor Code section 226(b)-(c), 432, 1198, 1198.5, and the applicable IWC Wage Order.

121. Plaintiff and class members are therefore entitled to recover statutory penalties of \$750 per employee, injunctive relief, and attorney’s fees and costs, pursuant to California Labor Code sections 226(f) and (h) and/or 1198.5(k) and (l).

SEVENTH CAUSE OF ACTION

Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon Termination (Against all Defendants)

122. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

2 123. This cause of action is dependent upon, and wholly derivative of, the overtime
3 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
4 Plaintiff and those class members no longer employed by Defendants upon their termination.

5 124. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
6 that if an employer discharges an employee, the wages earned and unpaid at the time of
7 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
8 her employment, his or her wages shall become due and payable not later than seventy-two
9 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
10 his or her intention to quit, in which case the employee is entitled to his or her wages at the
11 time of quitting.

12 125. Defendants willfully failed to pay Plaintiff and class members who are no
13 longer employed by Defendants the earned and unpaid wages set forth above, including but
14 not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either
15 at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
16 employ.

17 126. Defendants' failure to pay Plaintiff and class members who are no longer
18 employed by Defendants their wages earned and unpaid at the time of discharge, or within
19 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
20 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
21 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
22 thirty (30) day maximum pursuant to California Labor Code section 203.

23 **EIGHTH CAUSE OF ACTION**

24 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During**
25 **Employment**
26 **(Against all Defendants)**

27 127. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
28 and every allegation set forth above.

1 128. This cause of action is dependent upon, and wholly derivative of, the overtime
2 wages, minimum wages, and/or meal and rest period premiums, that were not timely paid to
3 Plaintiff and class members during their employment.

4 129. At all times relevant herein set forth, Labor Code section 204 provides that all
5 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
6 days, inclusive, of any calendar month, other than those wages due upon termination of an
7 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
8 the month during which the labor was performed.

9 130. At all times relevant herein, Labor Code section 204 provides that all wages
10 earned by any person in any employment between the sixteenth (16th) and the last day,
11 inclusive, of any calendar month, other than those wages due upon termination of an
12 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
13 month.

14 131. At all times relevant herein, Labor Code section 204 provides that all wages
15 earned for labor in excess of the normal work period shall be paid no later than the payday for
16 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
17 204 provides that the requirements of this section are deemed satisfied by the payment of
18 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
19 seven (7) calendar days following the close of the payroll period.

20 132. During the relevant time period, Defendants willfully failed to pay Plaintiff and
21 class members all wages due including, but not limited to, overtime wages, minimum wages,
22 and/or meal and rest period premiums, within the time periods specified by California Labor
23 Code section 204.

24 133. Defendants' failure to pay Plaintiff and class members all wages due violates
25 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
26 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

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1 **NINTH CAUSE OF ACTION**

2 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses**
3 **(Against all Defendants)**

4 134. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 135. At all times herein set forth, California Labor Code section 2802 provides that
7 an employer must reimburse employees for all necessary expenditures and losses incurred by
8 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
9 to prevent employers from passing off their cost of doing business and operating expenses on
10 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
11 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: “[w]hen
12 tools or equipment are required by the employer or are necessary to the performance of a job,
13 such tools and equipment shall be provided and maintained by the employer, except that an
14 employee whose wages are at least two (2) times the minimum wage provided herein may be
15 required to provide and maintain hand tools and equipment customarily required by the trade
16 or craft.”

17 136. During the relevant time period, Defendants, on a company-wide basis,
18 required that Plaintiff and class members use their own personal mobile devices, including,
19 but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed
20 to reimburse them for the costs of their work-related mobile device expenses. For example,
21 Plaintiff and class members were required to use their personal mobile devices to
22 communicate with Defendants’ managers, other staff, and patient care providers. Although
23 Defendants required Plaintiff and class members to utilize their personal mobile devices
24 and/or mobile data to carry out their work-related responsibilities, Defendants failed to
25 reimburse them for these costs.

26 137. In addition, Defendants had a company-wide policy of requiring Plaintiff and
27 class members to utilize their own personal vehicles to carry out company business, but failed
28 to reimburse them for all costs of travel, including mileage. For example, as set forth above,

1 Plaintiff was required to drive from her home to Defendants' Hesperia location to pick up her
2 company laptop before driving approximately six (6) miles to work at Defendants' Victorville
3 location to cover a shift. Although Defendants required Plaintiff and class members to utilize
4 their own vehicles to carry out their work-related responsibilities, Defendants did not
5 reimburse them for their travel expenses.

6 138. Defendants could have provided Plaintiff and class members with the actual
7 equipment for use on the job, such as company mobile devices and company vehicles; or
8 Defendants could have reimbursed employees for their mobile device usage, mileage, and
9 travel expenses. Instead, Defendants passed these operating costs off onto Plaintiff and class
10 members.

11 139. Defendants' company-wide policy and/or practice of passing on their operating
12 costs to Plaintiff and class members violates California Labor Code section 2802. Defendants
13 have intentionally and willfully failed to reimburse Plaintiff and class members for necessary
14 business-related expenses and costs.

15 140. Plaintiff and class members are entitled to recover from Defendants their
16 business-related expenses incurred during the course and scope of their employment, plus
17 interest.

18 **TENTH CAUSE OF ACTION**

19 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

20 **(Against all Defendants)**

21 141. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
22 and every allegation set forth above.

23 142. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
24 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
25 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,
26 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c)
27 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of
28 those Labor Code sections not found in section 2699.5, including sections 226(b)-(c), 432,

1 516, 1182.12, 1198.5, and 2810.5.

2 143. Defendants' conduct, as alleged herein, violates numerous sections of the
3 California Labor Code, including, but not limited to, the following:

- 4 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
5 Wage Order for Defendants' failure to compensate Plaintiff and other
6 aggrieved employees with all required overtime pay, as alleged herein;
- 7 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
8 applicable IWC Wage Order for Defendants' failure to include all forms
9 of remuneration in the regular rate of pay as required by law for
10 purposes of paying overtime wages and/or meal and rest period
11 premiums to Plaintiff and/or other aggrieved employees, as alleged
12 herein;
- 13 (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
14 1198, and the applicable IWC Wage Order for Defendants' failure to
15 compensate Plaintiff and other aggrieved employees with at least
16 minimum wages for all hours worked, as alleged herein;
- 17 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
18 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
19 and other aggrieved employees with meal periods, as alleged herein;
- 20 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
21 applicable IWC Wage Order for Defendants' failure to authorize and
22 permit Plaintiff and other aggrieved employees to take rest periods, as
23 alleged herein;
- 24 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
25 IWC Wage Order for failure to provide accurate and complete wage
26 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 27 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
28 IWC Wage Order for failure to maintain payroll records, as alleged

herein;

- (h) Violation of Labor Code sections 226(b)-(c), 432, 1198, 1198.5, and the applicable IWC Wage Order for failure to produce copies or allow inspection of Plaintiff's and other aggrieved employees' own personnel file and other employment records upon written request within the statutory time limits, as alleged herein;
- (i) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;
- (j) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein;
- (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein; and
- (l) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiff's and other aggrieved employees' employment with Defendants, as set forth below.

144. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

145. At all relevant times, on information and belief, Defendants failed, on a

1 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that
2 lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

3 146. Defendants' failure to provide Plaintiff and other aggrieved employees with
4 written notice of basic information regarding their employment with Defendants is in violation
5 of Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore entitled
6 to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

7 **ELEVENTH CAUSE OF ACTION**

8 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

9 **Unlawful Business Practices**

10 **(Against all Defendants)**

11 147. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
12 and every allegation set forth above.

13 148. Defendants are "persons" as defined by California Business & Professions
14 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
15 and/or associations.

16 149. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
17 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
18 suffered injury in fact and has lost money as a result of Defendants' unlawful business
19 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
20 meaning of Code of Civil Procedure section 1021.5.

21 150. Defendants' activities, as alleged herein, are violations of California law, and
22 constitute unlawful business acts and practices in violation of California Business &
23 Professions Code sections 17200, *et seq.*

24 151. A violation of California Business & Professions Code sections 17200, *et seq.*
25 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
26 policies and practices have violated state law in at least the following respects:

- 27 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
28 class members, to work overtime without paying them proper

1 compensation in violation of California Labor Code sections 510 and
2 1198, and the applicable IWC Wage Order, as alleged herein;

3 (b) Failing to include all forms of remuneration in the regular rate of pay as
4 required by law for purposes of paying overtime wages and/or meal and
5 rest period premiums to Plaintiff and/or class members, in violation of
6 California Labor Code sections 226.7, 510, and 1198, and the applicable
7 IWC Wage Order, as alleged herein;

8 (c) Failing to pay at least minimum wage to Plaintiff and class members in
9 violation of California Labor Code sections 1182.12, 1194, 1197,
10 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
11 herein;

12 (d) Failing to provide all meal periods to Plaintiff and class members in
13 violation of California Labor Code sections 226.7, 512(a), 516, and
14 1198, and the applicable IWC Wage Order, as alleged herein;

15 (e) Failing to authorize and permit Plaintiff and class members to take all
16 rest periods in violation of California Labor Code sections 226.7, 516,
17 and 1198, and the applicable IWC Wage Order, as alleged herein;

18 (f) Failing to provide Plaintiff and class members with accurate wage
19 statements and failing to maintain accurate payroll records in violation
20 of California Labor Code sections 226(a), 1174(d), and 1198, and the
21 applicable IWC Wage Order, as alleged herein;

22 (g) Failing to produce copies or allow inspection of Plaintiff's and class
23 members' own personnel and other employment records upon written
24 request within the statutory time limits, in violation of Labor Code
25 sections 226(b)-(c), 432, 1198, and 1198.5, and the applicable IWC
26 Wage Order, as alleged herein;

27 (h) Failing timely to pay all earned wages to Plaintiff and class members in
28 violation of California Labor Code section 204, as alleged herein;

- (i) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein; and
- (j) Failing to provide written notice of information material to Plaintiff's and class members' employment with Defendants in violation of California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

152. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

153. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and class members that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and class members with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5.

154. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

155. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution of the wages withheld and retained by

1 Defendants during a period that commences four years prior to the filing of this complaint; a
2 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
3 class members; and an award of attorneys' fees pursuant to California Code of Civil
4 Procedure section 1021.5 and other applicable laws; and an award of costs.

5 **TWELFTH CAUSE OF ACTION**

6 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

7 **Unfair Business Practices**

8 **(Against all Defendants)**

9 156. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and every allegation set forth above.

11 157. Defendants are “persons” as defined by California Business & Professions
12 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
13 and/or associations.

14 158. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
15 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
16 injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff
17 seeks to enforce important rights affecting the public interest within the meaning of Code of
18 Civil Procedure section 1021.5.

19 159. Defendants’ activities, namely Defendants’ company-wide practice and/or
20 policy of not paying Plaintiff and class members all meal and rest period premiums due to
21 them under Labor Code section 226.7, deprived Plaintiff and class members of the
22 compensation guarantee and enhanced enforcement implemented by section 226.7. The
23 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
24 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
25 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
26 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
27 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
28 unfair business practice in violation of California Business & Professions Code sections

17200, *et seq.* (*Id.*)

160. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants' policies and practices have violated the spirit of California's meal and rest period laws and constitute acts against the public policy behind these laws.

161. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff reserves the right to amend her prayer for relief to seek a different amount.

Class Certification

2. That this case be certified as a class action;
3. That Plaintiff be appointed as the representative of the Class and Subclass;
4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

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

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

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

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

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;

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

12. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

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

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

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and class members;

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

1 18. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 19. For premiums pursuant to California Labor Code section 226.7(c);

4 20. For pre-judgment interest on any unpaid meal period premiums from the date
5 such amounts were due, or as otherwise provided by law;

6 21. For attorneys' fees pursuant to California Code of Civil Procedure section
7 1021.5, or as otherwise provided by law; and

8 22. For such other and further relief as the Court may deem equitable and
9 appropriate.

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

11 23. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully
13 failing to authorize and permit Plaintiff and class members to take all rest periods;

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

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

19 26. For premiums pursuant to California Labor Code section 226.7(c);

20 27. For pre-judgment interest on any unpaid rest period premiums from the date
21 such amounts were due, or as otherwise provided by law;

22 28. For attorneys' fees pursuant to California Code of Civil Procedure section
23 1021.5, or as otherwise provided by law; and

24 29. For such other and further relief as the Court may deem equitable and
25 appropriate.

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

27 30. That the Court declare, adjudge and decree that Defendants violated the
28 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC

Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226(b)-(c), 432, and 1198.5 and the applicable IWC Wage Order by failing to produce for inspection and copying or otherwise permit inspection and copying of records relating to Plaintiff's employment with Defendants;

37. For statutory penalties pursuant to California Labor Code section 226(f) and 1198.5 (k);

38. For general and special damages as may be appropriate;

39. For injunctive relief pursuant to California Labor Code section 226(h) and 1198.5(l) including, but not limited to, an order requiring Defendants to produce for inspection and copying or otherwise permit inspection and copying of records relating to Plaintiff's employment with Defendants as soon as reasonably practical;

40. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 226(h) and 1198.5(l); and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
2 and/or meal and rest period premiums owed at the time of termination of the employment of
3 Plaintiff and other terminated class members;

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

6 44. For waiting time penalties according to proof pursuant to California Labor
7 Code section 203 for all employees who have left Defendants' employ;

8 45. For pre-judgment interest on any unpaid wages from the date such amounts
9 were due, or as otherwise provided by law;

10 46. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 47. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Eighth Cause of Action**

15 48. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
17 overtime wages, minimum wages, and/or meal and rest period premiums during their
18 employment;

19 49. For all actual, consequential and incidental losses and damages, according to
20 proof;

21 50. For statutory penalties according to proof pursuant to California Labor Code
22 section 210;

23 51. For pre-judgment interest on any unpaid wages from the date such amounts
24 were due, or as otherwise provided by law;

25 52. For attorneys' fees pursuant to California Code of Civil Procedure section
26 1021.5, or as otherwise provided by law; and

27 53. For such other and further relief as the Court may deem equitable and
28 appropriate.

1 **As to the Ninth Cause of Action**

2 54. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-
4 related expenses and costs incurred by Plaintiff and class members;

5 55. For unpaid business-related expenses and such general and special damages as
6 may be appropriate;

7 56. For pre-judgment interest on any unpaid business-related expenses from the
8 date such amounts were due, or as otherwise provided by law;

9 57. For all actual, consequential, and incidental losses and damages, according to
10 proof;

11 58. For attorneys' fees and costs pursuant to California Labor Code section
12 2802(c), or as otherwise provided by law; and

13 59. For such other and further relief as the Court may deem equitable and
14 appropriate.

15 **As to the Tenth Cause of Action**

16 60. That the Court declare, adjudge and decree that Defendants violated the
17 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
18 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing
19 to include all forms of remuneration in the regular rate of pay for purposes of paying overtime
20 wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and 1198 (by
21 failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by
22 failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit
23 all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements
24 and maintain accurate payroll records); 226(b)-(c), 432, 1198, and 1198.5 (by failing to
25 produce copies or allow inspection of records and instruments signed); 201 and 202 (by
26 failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all
27 earned wages during employment); 2802 (by failing to reimburse business expenses); and
28 2810.5 (by failing to provide notice of material terms of employment);

61. For civil penalties pursuant to the California Labor Code, including sections 210, 226(f), 226.3, 256, 558, 1174.5, 1198.5(k), and/or 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5;

62. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5;

63. For pre-judgment and post-judgment interest as provided by law; and

64. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eleventh Cause of Action

65. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to include all forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff and/or class members, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to produce copies or allow inspection of records and instruments signed, failing to timely pay Plaintiff and class members all earned wages during employment, failing to reimburse Plaintiff and class members for business-related expenses, and failing to provide written notice of material terms of employment constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

66. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

67. For the appointment of a receiver to receive, manage, and distribute any and all

1 funds disgorged from Defendants and determined to have been wrongfully acquired by
2 Defendants as a result of violations of California Business & Professions Code sections
3 17200, *et seq.*;

4 68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
5 California Code of Civil Procedure section 1021.5; and

6 69. For such other and further relief as the Court may deem equitable and
7 appropriate.

8 **As to the Twelfth Cause of Action**

9 70. That the Court declare, adjudge and decree that Defendants' conduct of denying
10 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
11 an unfair business practice in violation of California Business and Professions Code sections
12 17200, *et seq.*;

13 71. For restitution of the statutory benefits under section 226.7 unfairly withheld
14 from Plaintiff and class members and prejudgment interest from the day such amounts were
15 due and payable;

16 72. For the appointment of a receiver to receive, manage, and distribute any and all
17 funds disgorged from Defendants and determined to have been wrongfully acquired by
18 Defendants as a result of violations of California Business & Professions Code sections
19 17200, *et seq.*;

20 73. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
21 California Code of Civil Procedure section 1021.5;

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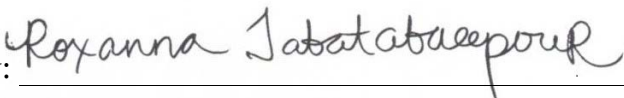
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1 74. For pre-judgment and post-judgment interest as provided by law; and
2 For such other and further relief as the Court may deem equitable and appropriate.

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Dated: October 31, 2023

Respectfully submitted,
Capstone Law APC

By: 

Roxanna Tabatabaee
Ryan Tish
Alexander Wallin

Attorneys for Plaintiff Enedina Alvarado

Exhibit 1



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Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
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August 23, 2023

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Enedina Alvarado v. Mammoth Medical, LLC, et al.*

Dear PAGA Administrator:

This office represents Enedina Alvarado in connection with her claims under the California Labor Code. Ms. Alvarado was an employee of MAMMOTH MEDICAL, LLC; SAVAS HEALTH, INC.; SAVAS HEALTH, LLC; SAVAS HEALTH HEMET, LLC; SAVAS HEALTH HESPERIA, LLC; SAVAS HEALTH INDIO, LLC; SAVAS HEALTH PALM SPRINGS, LLC; SAVAS HEALTH RANCHO MIRAGE, LLC; SAVAS HEALTH RIVERSIDE, LLC; SAVAS HEALTH SAN JACINTO, LLC; SAVAS HEALTH TEMECULA, LLC; SAVAS HEALTH VICTORVILLE, LLC; SUMMIT INSTITUTE, LLC; and/or TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE. For the purpose of this letter, Ms. Alvarado collectively refers to these entities as "SAVAS."

The employers may be contacted directly at the addresses below:

MAMMOTH MEDICAL, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH, INC.
3857 BIRCH STREET, SUITE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH HEMET, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH HESPERIA, LLC
3857 BIRCH STREET STE. 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH INDIO, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH PALM SPRINGS, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH RANCHO MIRAGE, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH RIVERSIDE, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH SAN JACINTO, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH TEMECULA, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH VICTORVILLE, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SUMMIT INSTITUTE, LLC
3857 BIRCH STREET, STE. 605
NEWPORT BEACH, CA 92660

TOBIAS MOELLER-BERTRAM, MD,
CORPORATION DESERT PAIN INSTITUTE
3857 BIRCH STREET, STE. 605
NEWPORT BEACH, CA 92660
HAYWARD, CA 94542

Ms. Alvarado intends to seek civil penalties, attorney's 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. Alvarado seeks relief on behalf of herself, the State of California, and other persons who are or were employed by SAVAS 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.

SAVAS employed Ms. Alvarado as an hourly paid, non-exempt Care Coordinator from approximately September 2022 to April 2023. During her employment, Ms. Alvarado typically worked eight (8) or more hours per day and five (5) or more days per week. Ms. Alvarado was compensated approximately \$30.00 per hour at the time her employment ended with SAVAS. Her job duties included, without limitation, coordinating patient care provider visits, overseeing group and single patient therapy sessions, and enrolling new patients.

SAVAS committed one or more of the following Labor Code violations against Ms. Alvarado the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

SAVAS's Company-Wide and Uniform Payroll and HR Practices

MAMMOTH MEDICAL, LLC; SAVAS HEALTH, LLC; SAVAS HEALTH HEMET, LLC;
SAVAS HEALTH HESPERIA, LLC; SAVAS HEALTH INDIO, LLC; SAVAS HEALTH PALM

¹ These facts, theories, and claims are based on Ms. Alvarado's experience and counsel's review of those records currently available relating to Ms. Alvarado'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. Alvarado 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.

SPRINGS, LLC; SAVAS HEALTH RANCHO MIRAGE, LLC; SAVAS HEALTH RIVERSIDE, LLC; SAVAS HEALTH SAN JACINTO, LLC; SAVAS HEALTH TEMECULA, LLC; SAVAS HEALTH VICTORVILLE, LLC; and SUMMIT INSTITUTE, LLC are California limited liability companies. SAVAS HEALTH, INC. and TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE are California corporations. Together, they operate pain management clinics throughout the Riverside and San Bernardino, California counties. Upon information and belief, SAVAS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Newport Beach, California, for all non-exempt, hourly paid employees working for SAVAS in California, including Ms. Alvarado and other aggrieved employees. At all relevant times, SAVAS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Alvarado and other aggrieved employees, regardless of their location or position.

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

Violation of California Labor Code §§ 510 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 a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular 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.

SAVAS willfully failed to pay all overtime wages owed to Ms. Alvarado and other aggrieved employees. During the relevant time period, Ms. Alvarado 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, during the relevant period, SAVAS had a company-wide rotating "on-call" policy, whereby it scheduled Ms. Alvarado and other aggrieved employees to work an "on-call" week once per quarter. During an "on-call" week, Ms. Alvarado and other aggrieved employees had to be available outside of SAVAS's regular business hours and were required to respond to calls from patients that had come through SAVAS's after-hours hotline. Specifically, during an "on-call" week, Ms. Alvarado and other aggrieved employees were required to be available Monday through Friday, from 5:00 p.m. to 8:00 p.m., and on Saturday and Sunday from 8:00 a.m. to 8:00 p.m., and answer any call from SAVAS's patients and providers, and, if necessary, report to SAVAS's clinic(s). SAVAS required Ms. Alvarado and other aggrieved employees to keep their personal cellular phones on their persons

and respond immediately while working an “on-call” week. Additionally, SAVAS issued company laptop computers to Ms. Alvarado and other aggrieved employees and required them to take the laptop computers home with them so they would be able to access patient files and look up pertinent information while working an “on-call” week. When scheduled to be “on-call,” Ms. Alvarado and other aggrieved employees were, in essence, on controlled standby for SAVAS because they could not use that time freely for their own purposes and were forced to put their lives on hold. For example, Ms. Alvarado refrained from making plans altogether while “on-call” because she knew that she had to drop whatever she was doing at a moment’s notice if she received a call from SAVAS. SAVAS paid Ms. Alvarado and other aggrieved employees a flat rate of \$150.00 per week during an “on-call” week. However, SAVAS failed to pay Ms. Alvarado and other aggrieved employees for the time during which they were waiting to receive a call from SAVAS and unable to use their time for their own purposes.

Second, SAVAS had, and continues to have, a company-wide policy and/or practice requiring Ms. Alvarado and other aggrieved employees to perform various work-related tasks while off-the-clock before and after their shifts. For example, Ms. Alvarado and other aggrieved employees were required to respond to phone communications from management before and after their shifts or on their days off. For instance, at least twice per week, Ms. Alvarado was required to answer work-related phone calls and text messages from other staff and patient care providers, while off-the-clock, to discuss the coordination of patient care visits. Moreover, Ms. Alvarado and other aggrieved employees were required to drive to SAVAS’s other locations to cover shifts or attend trainings, but were not compensated for their travel time. For example, one morning, Ms. Alvarado received a call from her supervisor and was told to cover SAVAS’s Victorville location. Ms. Alvarado was required to drive from her home in Hesperia, California to SAVAS’s Hesperia location to pick up her company laptop before driving to work at SAVAS’s Victorville, California location. Ms. Alvarado spent 30 minutes or more driving between locations while off-the-clock because she was only permitted to clock in when she arrived at the Victorville clinic. Thus, SAVAS failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Ms. Alvarado and other aggrieved employees received no compensation for this time.

Third, during the relevant period, SAVAS had, and continue to have, a company-wide policy and/or practice of understaffing its locations, including adopting a single-staffing model for some of its positions, while assigning heavy workloads, resulting in a failure to provide Ms. Alvarado and other aggrieved employees with adequate meal period coverage. As a result of this lack of meal period coverage, Ms. Alvarado and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. SAVAS also had a practice of failing to schedule meal periods which, combined with the assignment of heavy workloads, further caused Ms. Alvarado and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Alvarado worked through her meal periods to keep up with the demands of work and complete her assigned duties, and had her meal periods interrupted by management to discuss her work performance. Consequently, Ms. Alvarado and other aggrieved employees were required to work through meal periods and/or had their meal periods interrupted to complete their assigned workloads, and SAVAS did not pay Ms. Alvarado and other aggrieved employees for the time they continued to perform tasks during meal periods.

SAVAS knew or should have known that as a result of these company-wide practices and/or policies, Ms. Alvarado and other aggrieved employees were performing assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Alvarado and other aggrieved employees worked shifts of

eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Alvarado and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, SAVAS did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, SAVAS paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, SAVAS failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, SAVAS failed to pay all overtime wages by paying a lower overtime rate than required.

SAVAS's failure to pay Ms. Alvarado and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Alvarado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

California Labor Code sections 1182.12, 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 Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11040(2)(K) (defining "Hours Worked").

As set forth above, SAVAS systematically, and on a company-wide basis, required Ms. Alvarado and other aggrieved employees to work "on-call" weeks during which they had to put their lives on hold and were restricted from using that time freely for their own purposes. Even though Ms. Alvarado and other aggrieved employees were subject to SAVAS's control during an "on-call" shift, SAVAS did not pay Ms. Alvarado and other aggrieved employees at least minimum wages for all hours that they were suffered or permitted to work.

As also stated above, during the relevant time period, SAVAS had a company-wide policy and/or practice of requiring Ms. Alvarado and other aggrieved employees to perform various work-related tasks outside of their scheduled shifts, including answering phone calls and texts messages from SAVAS and driving to SAVAS's other locations to cover shifts or attend trainings. SAVAS failed to track this time Ms. Alvarado and other aggrieved employees spent working off-the-clock, and Ms. Alvarado and other aggrieved employees received no compensation for this time.

Additionally, as stated, due to SAVAS's policies and/or practices of understaffing and/or single-staffing its locations, assigning heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, Ms. Alvarado 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, time for which they were not paid.

Thus, SAVAS did not pay at least minimum wages for all hours worked by Ms. Alvarado and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, SAVAS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, SAVAS regularly failed to pay at least minimum wages to Ms. Alvarado and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Alvarado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

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.

During the relevant time period, as stated, SAVAS had, and continues to have, a company-wide policy and/or practice of understaffing and/or single-staffing its locations while assigning heavy workloads, which has resulted in a lack of meal period coverage and prevented Ms. Alvarado and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, SAVAS had a practice of failing to schedule meal periods, which further caused Ms. Alvarado and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Ms. Alvarado 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, approximately twice per week, Ms. Alvarado could not take her meal periods until more than five (5) hours into her shifts, due to the heavy workload and lack of coverage. As another example, as stated, Ms. Alvarado had her meal periods interrupted by management to discuss her work performance and missed meal periods to complete her assigned duties.

Moreover, SAVAS did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Alvarado 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 mentioned herein, SAVAS knew or should have known that as a result of its company-wide policies and/or practices, Ms. Alvarado and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. SAVAS further knew or should have known that it did not pay Ms. Alvarado and other aggrieved employees all meal period premiums when meal periods were missed, late, interrupted, and/or shortened.

Furthermore, SAVAS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Ms. Alvarado and other aggrieved employees have not received all premium pay for missed, interrupted, late and/or shortened meal periods. Alternatively, to the extent that SAVAS did pay other aggrieved employees premium pay for missed, late, interrupted, and/or shortened meal periods, SAVAS did not pay other aggrieved employees at the correct rate of pay for premiums because SAVAS systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, SAVAS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Alvarado and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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, SAVAS regularly failed to authorize and permit Ms. Alvarado 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, SAVAS's company-wide practices and/or policies of understaffing and/or single-staffing and assigning heavy workloads prevented Ms. Alvarado and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, SAVAS failed to schedule rest periods, which, coupled with SAVAS's failure to provide adequate rest period coverage, further led to Ms. Alvarado and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, on information and belief, during the relevant time period, SAVAS maintained a company-wide on-premises rest period policy, which effectively required that Ms. Alvarado and other aggrieved employees remain on SAVAS's premises during their rest periods. Because Ms. Alvarado and 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, SAVAS effectively maintained control over Ms. Alvarado and other aggrieved employees during rest periods.

As a result of SAVAS's practices and policies, Ms. Alvarado 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 10-minute rest periods to which they were entitled. For example, Ms. Alvarado had to forego nearly all of her rest periods because of the lack of coverage and SAVAS's failure to schedule rest periods for employees. When Ms. Alvarado was able to take her rest periods, they were often shortened, in order for her to keep up with her assigned duties.

SAVAS also has 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. Alvarado and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that SAVAS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, SAVAS did not pay other aggrieved employees at the correct rate of pay for premiums because SAVAS failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, SAVAS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Alvarado and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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. SAVAS has not provided Ms. Alvarado 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, SAVAS has knowingly and intentionally provided Ms. Alvarado and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SAVAS issued uniform wage statements to Ms. Alvarado 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 meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, SAVAS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because SAVAS did not record the time Ms. Alvarado and other aggrieved employees spent working off-the-clock, SAVAS did not list the correct amount of gross wages and net wages earned by Ms. Alvarado and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, SAVAS failed to accurately list the total number of hours worked by Ms. Alvarado 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).

In addition, because SAVAS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, SAVAS did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, SAVAS failed to list the correct amount of net wages in violation of section 226(a)(5). SAVAS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, 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 aggrieved 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), SAVAS willfully failed to maintain accurate payroll records for Ms. Alvarado 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, SAVAS 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 and meal period start and end times for Ms. Alvarado and other aggrieved employees in violation of

section 1198. Furthermore, in light of SAVAS's failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, SAVAS kept no records of meal start and end times for second meal periods.

Because SAVAS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Alvarado 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. Alvarado 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. Alvarado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(b)-(c), 432, 1198, and 1198.5 – Failure to Produce and/or Permit Inspection of Records and Instruments Signed

California Labor Code section 226(b) provides that every employer shall furnish current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer. Labor Code Section 226(c) provides that an employer must comply with a request made pursuant to Labor Code section 226(b) no later than 21 calendar days from the date of the employee's request. California Labor Code section 226(f) states "[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer." California Labor Code section 226(h) states "[a]n employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's fees."

California Labor Code section 432 states "[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request." California Labor Code section 433 states "[a]ny person violating this article is guilty of a misdemeanor."

California Labor Code section 1198.5 requires that an employer provide a copy of an employee's personnel record no later than 30 days from the date the employer receives a written request. If an employer fails to satisfy this written request, the former employee may recover a penalty of \$750 from the employer. Cal. Lab. Code § 1198.5(k). The former employee may also bring an action for injunctive relief and may recover costs and reasonable attorney's fees. Cal. Lab. Code § 1198.5(l).

IWC Wage Order No. 4-2001, subdivision 7(A), provides "[e]very employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee. (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request." IWC Wage Order No. 4-2001,

subdivision 7(C), also provides “[a]ll required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee’s records shall be available for inspection by the employee upon reasonable request.”

During the relevant time period, Ms. Alvarado sent SAVAS reasonable written requests for documents and records relating to her employment with SAVAS. During the relevant time period, SAVAS failed to produce for inspection and copying or otherwise permit inspection and copying of documents and records relating to Ms. Alvarado’s employment. For example, on June 7, 2023, Ms. Alvarado sent a written request to SAVAS via FedEx overnight mail. On June 8, 2023, FedEx confirmed SAVAS received Ms. Alvarado’s written request for records. Then, on July 11, 2023, Ms. Alvarado sent a second written request to SAVAS via FedEx overnight mail. On June 12, 2023, FedEx confirmed SAVAS received Ms. Alvarado’s second written request for records. To date, SAVAS has failed to respond to either of Ms. Alvarado’s written requests for records. Thus, SAVAS has failed to comply with the reasonable written requests for documents and records relating to Ms. Alvarado’s employment within the statutory time limits, in violation of Labor Code sections 226(b)-(c), 432, 1198, 1198.5, and the applicable IWC Wage Order.

Ms. Alvarado and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226(f) and (h), 1198.5(k)-(l), and/or 2699(a), (f)-(g).

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, SAVAS failed to pay Ms. Alvarado and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Alvarado and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

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.

SAVAS willfully failed to pay Ms. Alvarado and other aggrieved employees who are no longer employed by SAVAS all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving SAVAS's employ.

Ms. Alvarado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

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. 4-2001, 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. 4-2001 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, SAVAS, on a company-wide basis, required that Ms. Alvarado and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Ms. Alvarado was required to use her personal cellular phone to communicate with SAVAS's managers, other staff, and patient care providers. Although SAVAS required Ms. Alvarado and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, SAVAS failed to reimburse them for these costs.

Second, during the relevant time period, SAVAS, on a company-wide basis, required that Ms. Alvarado and other aggrieved employees use their own personal vehicles for work purposes, but failed to reimburse them for all costs of travel, including mileage. For example, as set forth above, Ms. Alvarado was required to drive from her home to SAVAS's Hesperia location to pick up her company laptop before driving approximately six (6) miles to work at SAVAS's Victorville location to cover a shift. Although SAVAS required Ms. Alvarado and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, SAVAS did not reimburse them for their mileage or travel expenses.

Third, during the relevant time period, SAVAS required other aggrieved employees to wear medical scrubs, including shirts and/or pants. However, due to the nature of healthcare facility work, other aggrieved employees' uniforms would become exposed to germs and bacteria such that they were

unable to mix these clothes with other laundry. As a result, they had to wash their uniform items separately from clothing items, thus incurring additional utility and laundry expenses for the upkeep of their uniforms. Thus, SAVAS failed to maintain the uniforms they required other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

SAVAS could have provided Ms. Alvarado and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, company vehicles, and access to laundering services. Or, SAVAS could have reimbursed employees for the costs of their mobile device usage, travel expenses, mileage, and laundering expenses or provided a uniform maintenance allowance. Instead, SAVAS passed these operating costs off onto Ms. Alvarado and other aggrieved employees.

Thus, SAVAS 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. Alvarado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

At all relevant times, SAVAS failed, on a company-wide basis, to provide written notice to Ms. Alvarado and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). SAVAS's failure to provide Ms. Alvarado and other aggrieved employees with written notice of basic information regarding their employment with SAVAS is in violation of Labor Code section 2810.5.

Ms. Alvarado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

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.” SAVAS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Alvarado’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Alvarado 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 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Alvarado, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against SAVAS for violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Alvarado 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:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Alexander Lima

Copy: MAMMOTH MEDICAL, LLC (via U.S. Certified Mail); SAVAS HEALTH, INC. (via U.S. Certified Mail); SAVAS HEALTH, LLC (via U.S. Certified Mail); SAVAS HEALTH HEMET, LLC (via U.S. Certified Mail); SAVAS HEALTH HESPERIA, LLC (via U.S. Certified Mail); SAVAS HEALTH INDIO, LLC (via U.S. Certified Mail); SAVAS HEALTH PALM SPRINGS, LLC (via U.S. Certified Mail); SAVAS HEALTH RANCHO MIRAGE, LLC (via U.S. Certified Mail); SAVAS HEALTH RIVERSIDE, LLC (via U.S. Certified Mail); SAVAS HEALTH SAN JACINTO, LLC (via U.S. Certified Mail); SAVAS HEALTH TEMECULA, LLC (via U.S. Certified Mail); SAVAS HEALTH VICTORVILLE, LLC (via U.S. Certified Mail); SUMMIT INSTITUTE, LLC (via U.S. Certified Mail); TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE (via U.S. Certified Mail)

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SAVAS HEALTH INDIO, LLC 3857 Birch Street, Suite #605 Newport Beach, CA 92660		B. Received by (Printed Name)	C. Date of Delivery
 9590 9402 7690 2122 7152 62		☐ Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 7022 2410 0000 2405 9471		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery ☐ Registered Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SAVAS HEALTH INDIO, LLC
3857 Birch Street, Suite #605
Newport Beach, CA 92660

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

CERTIFIED MAIL®


7022 2410 0000 2405 9471
7022 2410 0000 2405 9471

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information visit our website at www.usps.com

OFFICIAL USE
Handwritten: *Handwritten in blue ink*

SAVAS HEALTH INDIO, LLC
3857 Birch Street, Suite #605
Newport Beach, CA 92660

PS Form 3800, April 2015 PSN 7530-02-000-9052 See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

SENDER: COMPLETE THIS SECTION

☒ Complete items 1, 2, and 3.
☒ Print your name and address on the reverse
Mark the box below if you need to trace

SAVAS HEALTH PALM SPRINGS, LLC
 3857 Birch Street, Ste. #605
 Newport Beach, CA 92660

9590 9402 7690 2122 7152 55

2. Article Number (Transfer from service label)
 7022 2410 0000 2405 9488

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☒ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ 1 Mail ☐ 2 Mail ☐ Registered Delivery (20)	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
---	---

Domestic Return Receipt

**SAVAS HEALTH PALM
SPRINGS, LLC**
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

CERTIFIED MAIL®

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

7022	2410	0000	2405	7488
7022	2410	0000	2405	7488

**U.S. Postal Service®
CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Official Use Only

Enter Service(s) to which package(s) will be added (see appropriate instructions):

☐ Return Receipt by First-Class Mail® ☐ Registered Mail™

☐ Certified ☐ Adult Signature Required

☐ Restricted Delivery® ☐ Signature Required

Number of Packages _____ Date of Mailing _____

Postage _____ Total Postage _____

Sent to _____ Street and/or P.O. Box _____ City, State, ZIP+4® _____

Alexander v. Navarro

SAVAS HEALTH PALM SPRINGS, LLC

3857 Birch Street, Ste. #C05
Newport Beach, CA 92660

PS Form 3800, April 2015 • PSN 7520-02-000-9047 See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse		A. Signature X ☐ Agent ☐ Addressee	
SAVAS HEALTH RANCHO MIRAGE, LLC 3857 Birch Street, Ste. #605 Newport Beach, CA 92660		B. Received by (Printed Name) C. Date of Delivery	
9590 9402 7690 2122 7152 48		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 7022 2410 0000 2405 9495		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Mail Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

Domestic Return Receipt

SAVAS HEALTH RANCHO
MIRAGE, LLC
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL

7022 2410 0000 2405 9495
7022 2410 0000 2405 9495

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic (44) / 001

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Alvarado v. Murawski, Inc.

SAVAS HEALTH RANCHO
MIRAGE, LLC
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse

**SAVAS HEALTH
RIVERSIDE, LLC**
3857 Birch Street, Suite #605
Newport Beach, CA 92660

9590 9402 7690 2122 7152 31

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9501

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name)

C. Date of Delivery

3. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☒ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery	
☐ Mail Restricted Delivery	

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067

**SAVAS HEALTH
RIVERSIDE, LLC**
3857 Birch Street, Suite #605
Newport Beach, CA 92660

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®

7022 2410 0000 2405 9501
7022 2410 0000 2405 9501

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE
Alameda County, CA

Signature: *[Signature]*

Postmark: *[Postmark]*

SAVAS HEALTH
RIVERSIDE, LLC
3857 Birch Street, Suite #605
Newport Beach, CA 92660

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

SENDER: COMPLETE THIS SECTION ☒ Complete Items 1, 2, and 3. ☒ Print your name and address on the reverse		COMPLETE THIS SECTION ON DELIVERY A. Signature X 3. Received by (Printed Name) _____ C. Date of Delivery _____ 3. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
SAVAS HEALTH SAN JACINTO, LLC 3857 Birch Street, Ste. #605 Newport Beach, CA 92660		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Registered Mail ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
9590 9402 7690 2122 7152 24 2. Article Number (Transfer from service label) 7022 2410 0000 2405 9510		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2010 PSN 7530-02-000-9053		Domestic Return Receipt	

**SAVAS HEALTH SAN
JACINTO, LLC**
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL[®]



7022	2410	0000	2405	9518
7022	2410	0000	2405	9518

U.S. POSTAL SERVICE[®]

CERTIFIED MAIL[®]

RECEIPT

Domestic Mail Only

To delivery instructions, visit our website at www.usps.com.

Certified Mail fee

\$_____

☐ Return Receipt (hardcopy) \$ _____

☐ Return Receipt (electronic)

☐ Insure &
Collect \$ _____

☐ Adult Signature Required

☐ Restricted Delivery

☐ Total Fee \$ _____

Sent to _____

Street address _____

City, State, ZIP+4[®] _____

SAVAS HEALTH SAN JACINTO, LLC

3857 Birch Street, Ste. C605

Newport Beach, CA 92660

OFFICIAL USE

Postmark _____

Attardo v. Muramatsu

Ned

PS Form 3840, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse of the envelope to return the card to you. SAVAS HEALTH TEMECULA, LLC 3857 Birch Street, Suite #605 Newport Beach, CA 92660 9590 9402 7690 2122 7152 17 2. Article Number (Transfer from service label) 7022 2410 0000 2405 9525 PS Form 3811, July 2020 PSN 7530-02-000-9053		A. Signature X B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Mail Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

SAVAS HEALTH
TEMECULA, LLC
3857 Birch Street, Suite #605
Newport Beach, CA 92660

PLACE STICKER AT TOP OF ENVELOPE, TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

7022 2410 0000 2405 9525
7022 2410 0000 2405 9525

U.S. Postal Service™
Domestic Mail Only
CERTIFIED MAIL® RECEIPT

For delivery information, visit our website at www.usps.com

OFFICIAL USE
Authorized Signature
MCL

Postmark

SAVAS HEALTH
TEMECULA, LLC
3857 Birch Street, Suite #605
Newport Beach, CA 92660

PS Form 3800, April 2015 PSN 7530-02-000-0007 See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse		A. Signature X	
		☐ Agent ☐ Addressee	
		B. Received by (Printed Name)	C. Date of Delivery
		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
SAVAS HEALTH VICTORVILLE, LLC 3857 Birch Street, Ste. #605 Newport Beach, CA 92660			
 9590 9402 7690 2122 7152 00			
2. Article Number (Transfer from service label) 7022 2410 0000 2405 9532			
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SAVAS HEALTH
VICTORVILLE, LLC
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE	
CERTIFIED MAIL®	
 7022 2410 0000 2405 9532 7022 2410 0000 2405 9532	
U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE Signature: <i>Matthew Munnich</i> M.L.C.	
Postmark	
SAVAS HEALTH VICTORVILLE, LLC 3857 Birch Street, Ste. #605 Newport Beach, CA 92660	
PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions	

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse		A. Signature X ☐ Agent ☐ Addressee	
SUMMIT INSTITUTE, LLC 3857 Birch Street, Suite #605 Newport Beach, CA 92660		B. Received by (Printed Name)	C. Date of Delivery
9590 9402 7690 2122 7151 94		D. Is delivery address different from item 1? If YES, enter delivery address below: ☐ Yes ☐ No	
2. Article Number (Transfer from service label) 7022 2410 0000 2405 9549		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ All Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SUMMIT INSTITUTE, LLC
3857 Birch Street, Suite #605
Newport Beach, CA 92660

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

CERTIFIED MAIL®

7022 2410 0000 2405 9549
7022 2410 0000 2405 9549

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Signature of Addressee
Marked by Addressee

CERTIFIED MAIL
For delivery information, visit our website at www.usps.com

Postmark

Postage
Return Receipt (hardcopy)
Return Receipt (electronic)
Adult Sign
Adult Sign

SUMMIT INSTITUTE, LLC
3857 Birch Street, Suite #605
Newport Beach, CA 92660

PS Form 3800, April 2015 PSN 7530-02-000-9049 See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse TOBIAS MOELLER- BERTRAM, MD CORPORATION DESERT PAIN INSTITUTE 3857 Birch Street, Ste. #605 Newport Beach, CA 92660 9590 9402 7690 2122 7151 87 2. Article Number (Transfer from service label) 7022 2410 0000 2405 9556		A. Signature X 3. Received by (Printed Name) _____ C. Date of Delivery _____ 5. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Mail Restricted Delivery (000) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

TOBIAS MOELLER-
BERTRAM, MD
CORPORATION DESERT
PAIN INSTITUTE
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
ON THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL

7022 2410 0000 2405 9556
7022 2410 0000 2405 9556

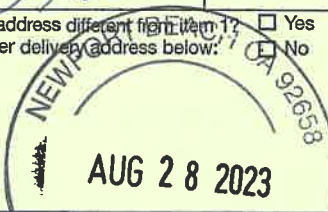
U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
For delivery information, visit our website at www.usps.com
Domestic Mail Only

OFFICIAL USE

Certified Mail Fee
Extra Services & Fees (Attach form and fee as appropriate)
☐ Return Receipt (hardcopy) \$ _____
☐ Adult Sign. \$ _____
☐ Adult Sign. \$ _____
Postmark

TOBIAS MOELLER-
BERTRAM, MD
CORPORATION DESERT
PAIN INSTITUTE
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

City, State, ZIP+4®
See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. SAVAS HEALTH HEMET, LLC 3857 Birch Street, Suite #605 Newport Beach, CA 92660  9590 9402 7690 2122 7152 86	A. Signature X ☒ Agent ☐ Addressee B. Received By (Printed Name) _____ C. Date of Delivery _____ D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
2. Article Number (Transfer from service label) 7022 2410 0000 2405 9457	
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. SAVAS HEALTH HESPERIA, LLC 3857 Birch Street, Ste. #605 Newport Beach, CA 92660  9590 9402 7690 2122 7152 79	A. Signature X ☒ Agent ☐ Addressee B. Received By (Printed Name) _____ C. Date of Delivery _____ D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
2. Article Number (Transfer from service label) 7022 2410 0000 2405 9464	
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse

**SAVAS HEALTH
RIVERSIDE, LLC**
3857 Birch Street, Suite #605
Newport Beach, CA 92660

Barcode: 9590 9402 7690 2122 7152 31

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9501

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

3. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NEWPORT BEACH CA 92658
AUG 29 2023

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery (500)

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse

**SAVAS HEALTH PALM
SPRINGS, LLC**
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

Barcode: 9590 9402 7690 2122 7152 55

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9488

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NEWPORT BEACH CA 92658
AUG 29 2023

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery (500)

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse

MAMMOTH MEDICAL, LLC
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

Barcode: 9590 9402 7690 2122 7153 16

2. Article Number (Transfer from service label)
9246 5042 0000 0142 2202

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NEWPORT BEACH CA 92658
AUG 29 2023

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery (500)

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse

**SAVAS HEALTH
VICTORVILLE, LLC**
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

Barcode: 9590 9402 7690 2122 7152 00

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9532

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NEWPORT BEACH CA 92658
AUG 29 2023

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery (500)

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse

**SAVAS HEALTH RANCHO
MIRAGE, LLC**
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

Barcode: 9590 9402 7690 2122 7152 48

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9495

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☐ Addressee

3. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NEWPORT BEACH CA 92658
AUG 29 2023

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery (500)

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse

**SAVAS HEALTH
TEMECULA, LLC**
3857 Birch Street, Suite #605
Newport Beach, CA 92660

Barcode: 9590 9402 7690 2122 7152 17

Article Number (Transfer from service label)
7022 2410 0000 2405 9525

S Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NEWPORT BEACH CA 92658
AUG 29 2023

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery (500)

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

SAVAS HEALTH INDIO, LLC

3857 Birch Street, Suite #605

Newport Beach, CA 92660

9590 9402 7690 2122 7152 62

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9471

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes

No

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Signature Confirmation™

Signature Confirmation Restricted Delivery

all Restricted Delivery

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

SAVAS HEALTH, INC.

3857 Birch Street, Suite #605

Newport Beach, CA 92660

9590 9402 7690 2122 7153 09

Article Number (Transfer from service label)

7022 2410 0000 2405 9433

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes

No

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Signature Confirmation™

Signature Confirmation Restricted Delivery

Mail

Mail Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

TOBIAS MOELLER-BERTRAM, MD

CORPORATION DESERT PAIN INSTITUTE

3857 Birch Street, Ste. #605

Newport Beach, CA 92660

9590 9402 7690 2122 7151 87

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9556

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes

No

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Signature Confirmation™

Signature Confirmation Restricted Delivery

Mail

Mail Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

SAVAS HEALTH, LLC

3857 Birch Street, Ste. #605

Newport Beach, CA 92660

9590 9402 7690 2122 7152 93

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9440

Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes

No

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Signature Confirmation™

Signature Confirmation Restricted Delivery

Mail

Mail Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

SUMMIT INSTITUTE, LLC

3857 Birch Street, Suite #605

Newport Beach, CA 92660

9590 9402 7690 2122 7151 94

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9549

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes

No

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Signature Confirmation™

Signature Confirmation Restricted Delivery

all Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

SAVAS HEALTH SAN
JACINTO, LLC
3857 Birch Street, Ste. #605
Newport Beach, CA 92660



9590 9402 7690 2122 7152 24

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9518

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent☐ Addressee

3. Received By (Printed Name)

C. Date of Delivery

2. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

AUG 30 2023

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **October 31, 2023**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Ryan Nell (rnell@pettitkohn.com)	Attorneys for Defendants
John Solis (jsolis@pettitkohn.com)	MAMMOTH MEDICAL, LLC, SAVAS
Kimberly Shipp (kshipp@pettitkohn.com)	HEALTH, INC., SAVAS HEALTH, LLC,
Alexandra Beaupre (abeaupre@pettitkohn.com)	SAVAS HEALTH HEMET, LLC, SAVAS
Pettit Kohn	HEALTH HESPERIA, LLC, SAVAS
5901 W Century Blvd #1100,	HEALTH INDIO, LLC, SAVAS HEALTH PALM
Los Angeles, CA 90045	SPRINGS, LLC, SAVAS HEALTH RANCHO
Phone: (310) 649-5772	MIRAGE, LLC, SAVAS HEALTH
	RIVERSIDE, LLC, SAVAS HEALTH SAN
	JACINTO, LLC,
	SAVAS HEALTH TEMECULA, LLC,
	SAVAS
	HEALTH VICTORVILLE, LLC, SUMMIT
	INSTITUTE, LLC, TOBIAS
	MOELLERBERTRAM,
	M.D., CORPORATION DESERT PAIN INSTITUTE

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☐ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 31, 2023**, at Los Angeles, California.

Trevor Beach
Type/Print Name

/s/ Trevor Beach
Signature