

Jasmin K. Gill
Ashlie Fox
Attorneys at Law
J. Gill Law Group, P.C.
515 S. Flower St., Suite 1800
Los Angeles, CA 90071

Writer's Direct: 213.459.6023
Writer's Email: jasmin@jkgilllaw.com
ashlie@jkgilllaw.com

March 24, 2026

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter of Tsetse Robinson on Behalf of Herself and
Aggrieved Employees Under California Labor section 2699.3

Employer:	Kindred Hospital Paramount Medical Staff Inc.	Mehmet Cenab Pekerol
	Attn: Agent for Service of Process	16453 S Colorado Ave
	Jyoti Datta	Paramount, California 90723
	16453 S Colorado Ave	
	Paramount, California 90723	

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter "PAGA Notice"). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Tsetse Robinson ("Employee") employment with Employee's employer: Kindred Hospital Paramount Medical Staff Inc. and Mehmet Cenab Pekerol. Employee was employed as a non-exempt employee of Kindred Hospital Paramount Medical Staff Inc. and Mehmet Cenab Pekerol at, without limitation, 16453 S Colorado Ave Paramount, California 90723, with duties that included, but were not limited to, provide patient care and assistance with daily living activities, including bathing, feeding, mobility support, monitoring vital signs, and maintaining hygiene and comfort from approximately March of 2024 through September of 2025. In connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 227.3, 232, 232.5, 245, *et seq.*, 432, 1102.5, 1197.5, 1198.5, and 2802, restraints on competition, whistleblowing, and freedom of speech. Employee seeks to represent all employees of Kindred Hospital Paramount Medical Staff Inc. and Mehmet Cenab Pekerol and each of them, as well as their parents, subsidiaries and affiliates

(hereinafter, collectively, “Employer”). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders and personally suffered Employer’s violations as described herein. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, over twelve (12) hours per day, over forty (40) hours per week, and seven (7) straight workdays in a workweek without paying them proper overtime and double time rate(s) of pay, as a result of, without limitation, failing to accurately track and/or pay for all minutes and hours actually worked; engaging, suffering, or permitting employees to work off the clock and/or being subject to Employer’s control, including, without limitation, by requiring employees: to clock out for meal periods and continue working; deducting time from employees’ hours worked for meal periods not actually taken or shorter in length than the amount of time being automatically deducted; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; and editing and/or deducting of time from time entries to show less hours than actually worked, all to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages under these sections, and Labor Code section 558.1. Based on information and belief, Employer’s conduct referenced herein was also malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, including 2699(f)(2)(B)(ii), or injunctive relief under sections 2699(e)(1) and 2699(k).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer’s control as a result of, without limitation, failing to accurately track and/or pay for all minutes and hours actually worked; engaging, suffering, or permitting employees to work off the clock and/or being subject to Employer’s control, including, without limitation, by requiring employees: to clock out for meal periods and continue working; deducting time from employees’ hours worked for meal periods not actually taken or shorter in length than the amount of time being automatically deducted; and editing and/or deducting of time from time entries to show less hours than actually worked, all to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 223, 1197, 1182.12, the applicable sections of Cal. Code Regs, title 8, sections 11070 and 11090, and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Based on information and belief, Employer’s conduct referenced herein was also malicious, fraudulent, or oppressive.

Employer would also be liable for civil penalties pursuant to Labor Code sections 210, 558, 1197.1, 1198, and 2699, including 2699(f)(2)(B)(ii), or injunctive relief under sections 2699(e)(1) and 2699(k).

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods, not providing timely meal periods; providing short meal periods, requiring that employees carry cellular telephones during meal periods; and otherwise requiring on-duty/on-call meal periods. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Based on information and belief, Employer's conduct referenced herein was also malicious, fraudulent, or oppressive. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198, and 2699, including 2699(f)(2)(B)(ii), for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k).

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; not providing them in a timely fashion; interrupting them, not permitting employees to leave the premises, requiring on-duty/on-call rest periods; As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay. Based on information and belief, Employer's conduct referenced herein was also malicious, fraudulent, or oppressive. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, including 2699(f)(2)(B)(ii), for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k).

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee

and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees upon request. Based on information and belief, Employer's conduct referenced herein was also malicious, fraudulent, or oppressive. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5 because they personally suffered these violations. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1198, and 2699, including 2699(f)(2)(B)(ii).

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay all minimum, overtime and double time wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; and other such information as required by Labor Code section 226, subdivision (a) and also Labor Code section 226.2. Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other aggrieved employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e) and 558.1. Based on information and belief, Employer's conduct referenced herein was also malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699, including 2699(f)(2)(B)(ii), or injunctive relief under sections 2699(e)(1) and 2699(k).

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation to, Employee and other aggrieved employees, with their costs incurred for separately laundering mandatory uniforms, for the purchase of personal protective equipment, such as scrubs, the purchase and maintenance of cellular phones and cellular phone plans, all in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses. Based on information and belief, Employer's conduct referenced herein was also malicious, fraudulent, or oppressive. As a result, Employer is liable to reimburse Employee and other aggrieved employees for these costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558, 558.1, 1198, and 2699, including 2699(f)(2)(B)(ii), or injunctive relief under sections 2699(e)(1) and 2699(k).

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime and double time wages owed; all minimum wages owed; all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay; and all paid time off and/or vacation pay pursuant to Labor Code section 227.3 among other things. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, 203, 558.1 and 1198 each pay period for each aggrieved employee during the statutory period. Based on information and belief, Employer's conduct referenced herein was also malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, including 2699(f)(2)(B)(ii), or injunctive relief under sections 2699(e)(1) and 2699(j).

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Based on information and belief, Employer's conduct referenced herein was also malicious, fraudulent, or oppressive. Among other relief, employees may collect from Employer in connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and 2699, including 2699(f)(2)(B)(ii), or injunctive relief under sections 2699(e)(1) and 2699(j).

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular rate of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. Employee is additionally informed and believes that the notice requirement of Labor Code section 245 *et seq.* involves a mandatory payroll or workplace injury reporting. Based on information and belief, Employer's conduct referenced herein was also malicious, fraudulent, or oppressive. Among other relief, employees may collect from Employer in connection with these violations' civil penalties pursuant

to Labor Code sections 558, 1198 and 2699, including 2699(f)(2)(B)(ii), or injunctive relief under sections 2699(e)(1) and 2699(j).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay Employee and other aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code Sections 204 and 1198 due to, *inter alia*, the violations set forth herein. Based on information and belief, Employer’s conduct referenced herein was also malicious, fraudulent, or oppressive. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204 and Employee and others aggrieved have personally suffered these violations. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, including 2699(f)(2)(B)(ii), or injunctive relief under sections 2699(e)(1) and 2699(k).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employer would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from disclosing violations of state and federal law, either within Employer to their managers or outside Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5. Based on information and belief, Employer’s conduct referenced herein was also malicious, fraudulent, or oppressive. These violations of the Labor Code would expose Employer’s to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, including 2699(f)(2)(B)(ii), or injunctive relief under sections 2699(e)(1) and 2699(k).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

J. GILL LAW GROUP, P.C.

/s/ Ashlie E. Fox

Ashlie E. Fox

cc: Kindred Hospital Paramount Medical Staff Inc. (via U.S. Certified Mail, Return Receipt Requested)
Mehmet Cenab Pekerol (via U.S. Certified Mail, Return Receipt Requested)