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ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

07/22/2026 at 06:33:55 PM

By: Andrel Gospel,
Deputy Clerk

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF ALAMEDA**

9
10 JOCQUILYN VIGAY, on behalf of the State
of California, as a private attorney general,

11
12 Plaintiff,

13 vs.

14 COAST MEDICAL SERVICE, INC., a
15 Corporation; and DOES 1 through 50,
inclusive,

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17 Defendants.
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Case No. 26CV200726

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 226(a), 226.7, 246, 510,
512, 558(a)(1)(2), 1194, 1197, 1197.1,
1198, California Code of Regulations,
Title 8, Section 11040, Subdivision
5(A)-(B), and the applicable Wage
Order(s).

1 Plaintiff Jocquilyn Vigay (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against defendant Coast Medical Service, Inc.
8 (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all
9 current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not**
10 **seek to recover anything other than penalties as permitted by California Labor Code §**
11 **2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF
12 does not seek underlying general and/or special damages for those violations, but simply the
13 civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
15 for PAGA penalties *only*, which is the precise and sole nature of this action.

16 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
17 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
18 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
19 complaint should be construed as attempting to obtain any relief that would not be available in
20 a PAGA-only action.

21 4. PLAINTIFF is not suing in her individual capacity; she is proceeding
22 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
23 Nothing in this complaint should be construed as PLAINTIFF suing in her individual capacity.

24 THE PARTIES

25 5. Coast Medical Service, Inc. (“DEFENDANT”) is a corporation that at all relevant
26 times mentioned herein conducted and continues to conduct substantial business in California.

27 6. DEFENDANT provides healthcare staffing services in California.

1 7. PLAINTIFF was employed by DEFENDANT in California from September of
2 2025 to January 3, 2026. PLAINTIFF was at all times classified by DEFENDANT as a
3 non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
4 periods and payment of minimum and overtime wages due for all time worked.

5 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
6 the requirements and exhaust the administrative procedures under the Private Attorney General
7 Act, brings this Representative Action on behalf of the State of California with respect to all
8 individuals who are or previously were employed by DEFENDANT in California, including any
9 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
10 (“AGGRIEVED EMPLOYEES”) during the time period of March 17, 2025 until a date as
11 determined by the Court (the "PAGA PERIOD").

12 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
13 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
14 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s
15 violation of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 246, 510, 512,
16 558(a)(1)(2), 1194, 1197, 1197.1, 1198, California Code of Regulations, Title 8, Section
17 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing,
18 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the
19 meaning of Labor Code § 2699.

20 10. The true names and capacities, whether individual, corporate, subsidiary,
21 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
22 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
23 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
24 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
25 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
26 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
27 50, inclusive, are responsible in some manner for one or more of the events and happenings
28 that proximately caused the injuries and damages hereinafter alleged.

11. The agents, servants and/or employees of the Defendants and each of them acting on behalf of the Defendants acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the Defendants, and personally participated in the conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

THE CONDUCT

12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage and overtime wage compensation by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records.

13. State law provides that employees must be paid overtime and rest break premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFF and the

1 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
2 tied to specific elements of an employee's performance.

3 14. The second component of PLAINTIFF's and the AGGRIEVED
4 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
5 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
6 performance for DEFENDANT. The non-discretionary incentive program provided all
7 employees paid on an hourly basis with incentive compensation when the employees met the
8 various performance goals set by DEFENDANT. However, when calculating the regular
9 rate of pay in order to pay overtime and rest break premiums to PLAINTIFF and the
10 AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive compensation
11 as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and
12 rest break premium pay. Management and supervisors described the incentive program to
13 potential and new employees as part of the compensation package. As a matter of law, the
14 incentive compensation received by PLAINTIFF and the AGGRIEVED EMPLOYEES must
15 be included in the "regular rate of pay." The failure to do so has resulted in a underpayment
16 of overtime compensation and rest break premiums to PLAINTIFF and the AGGRIEVED
17 EMPLOYEES by DEFENDANT.

18 15. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
19 EMPLOYEES were also required from time to time to work in excess of four (4) hours
20 without being provided ten (10) minute rest periods. Further, these employees were denied
21 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
22 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
23 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
24 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
25 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
26 also not provided with one hour wages in lieu thereof. Additionally, the applicable
27 California Wage Order requires employers to provide employees with off-duty rest periods,
28 which the California Supreme Court defined as time during which an employee is relieved

1 from all work related duties and free from employer control. In so doing, the Court held that
2 the requirement under California law that employers authorize and permit all employees to
3 take rest period means that employers must relieve employees of all duties and relinquish
4 control over how employees spend their time which includes control over the locations
5 where employees may take their rest period. Employers cannot impose controls that prohibit
6 an employee from taking a brief walk - five minutes out, five minutes back. Here,
7 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
8 unconstrained walks and is unlawful based on DEFENDANT's rule which states
9 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
10 their rest period.

11 16. During the PAGA PERIOD, DEFENDANT failed to accurately record and
12 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
13 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
14 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
15 all time worked, meaning the time during which an employee was subject to the control of
16 an employer, including all the time the employee was permitted or suffered to permit this
17 work. DEFENDANT required these employees to work off the clock without paying them
18 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
19 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
20 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
21 EMPLOYEES forfeited time worked by working without their time being accurately
22 recorded and without compensation at the applicable minimum wage and overtime wage
23 rates. To the extent that the time worked off the clock does not qualify for overtime
24 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
25 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

26 17. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
27 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
28 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226

1 provides that every employer shall furnish each of his or her employees with an accurate
2 itemized wage statement in writing showing, among other things, gross wages earned and all
3 applicable hourly rates in effect during the pay period and the corresponding amount of time
4 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
5 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
6 during the pay period and the total hours worked, and the applicable pay period in which the
7 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
8 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
9 identify such information. More specifically, the wage statements failed to identify the
10 accurate total hours worked each pay period. When the hours shown on the wage statements
11 were added up, they did not equal the actual total hours worked during the pay period in
12 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
13 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
14 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
15 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
16 statements which violated Cal. Lab. Code § 226.

17 18. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
18 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
19 the wages are paid not more than seven (7) calendar days following the close of the payroll
20 period. Cal. Lab. Code § 210 provides:

21 in [I]n addition to, and entirely independent and apart from, any other penalty provided
22 this article, every person who fails to pay the wages of each employee as provided in
23 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
24 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

25 19. DEFENDANT from time to time failed to pay PLAINTIFF and the
26 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
27 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
28 wage payments.

1 20. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
2 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
3 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
4 employees earn non-discretionary remuneration, including, but not limited to, incentives,
5 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
6 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
7 their base rates of pay.

8 21. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt
9 employees be calculated by dividing the employee's total wages, not including overtime
10 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
11 days of employment.

12 22. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
13 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
14 earned non-discretionary incentive wages which increased their regular rate of pay.
15 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
16 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
17 required under Cal. Lab. Code Section 246.

18 23. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
19 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
20 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
21 believes and based thereon alleges that such failure to pay sick pay at regular rate was
22 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are
23 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

24 24. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
25 terminated and DEFENDANT has not tendered payment of all wages owed as required by
26 law.

27 **JURISDICTION AND VENUE**

28 25. This Court has jurisdiction over this Action pursuant to California Code of

1 Civil Procedure, Section 410.10.

2 26. Venue is proper in this Court pursuant to California Code of Civil Procedure,
3 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
4 employs AGGRIEVED EMPLOYEES across California, including in this County, and
5 committed the wrongful conduct herein alleged in this County against AGGRIEVED
6 EMPLOYEES.

7
8 **FIRST CAUSE OF ACTION**

9 **For Violation of the Private Attorneys General Act**

10 **[Cal. Lab. Code §§ 2698]**

11 **(By PLAINTIFF and Against All Defendants)**

12 27. PLAINTIFF realleges and incorporates by this reference, as though fully set
13 forth herein, the prior paragraphs of this Complaint.

14 28. PAGA is a mechanism by which the State of California itself can enforce state
15 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
16 the state's labor law enforcement agencies. An action to recover civil penalties under
17 PAGA is fundamentally a law enforcement action designed to protect the public and not to
18 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
19 but to create a means of "deputizing" citizens as private attorneys general to enforce the
20 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
21 public interest to allow aggrieved employees, acting as private attorneys general to recover
22 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
23 claims cannot be subject to arbitration.

24 29. PLAINTIFF, and such persons that may be added from time to time who
25 satisfy the requirements and exhaust the administrative procedures under the Private
26 Attorney General Act, brings this Representative Action on behalf of the State of California
27 with respect to all individuals who are or previously were employed by DEFENDANT in
28 California, including any employees staffed with DEFENDANT by a third party, and

1 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
2 period of March 17, 2025 until a date as determined by the Court (the "PAGA PERIOD").

3 30. On March 17, 2026, PLAINTIFF gave written notice by electronic mail to the
4 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
5 employer of the specific provisions of this code alleged to have been violated as required by
6 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference
7 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
8 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
9 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
10 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

11 31. The policies, acts and practices heretofore described were and are an unlawful
12 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
13 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
14 record and provide legally required rest periods, (c) failed to pay minimum wages, (d) failed
15 to pay overtime wages and sick pay wages, and (e) failed to provide wages when due, all in
16 violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203,
17 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, California Code of
18 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
19 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF
20 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private
21 Attorney General Act of 2004 as the representative of the State of California for the illegal
22 conduct perpetrated on other AGGRIEVED EMPLOYEES.

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27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
3 severally, as follows:

4 1. On behalf of the State of California and with respect to other AGGRIEVED
5 EMPLOYEES:

6 A) Recovery of civil penalties as prescribed by the Labor Code Private
7 Attorneys General Act of 2004; and,

8 B) An award of attorneys' fees and cost of suit, as allowable under the
9 law, including, but not limited to, pursuant to Labor Code §2699.

10 Dated: July 22, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
11

12 By: /s/ Nicholas De Blouw
13 Kyle R. Nordrehaug
14 Nicholas J. De Blouw
15 *Attorneys for Plaintiff*
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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:
1004

March 17, 2026
CA3855

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

COAST MEDICAL SERVICE, INC.
Certified Mail #9589071052703647148859
KOY SAECHAO
2710 GATEWAY OAKS DRIVE, Suite
150N
SACRAMENTO, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Jocquilyn Vigay ("Plaintiff") and all other Aggrieved Employees of Coast Medical Service, Inc. "Aggrieved Employees" refers to all individuals who are or previously were employed by Defendant in California, classified as non-exempt employees during the time period of March 17, 2025 through a date as determined by the Court ("PAGA Period").

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant for numerous wage and hour violations. Plaintiff was employed by Defendant in California as a Registered Nurse from September 22, 2025 through January 3, 2026. Plaintiff was placed at Sutter Tracy Community Hospital. At all times during her employment, Plaintiff was classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to all protections afforded under California law, including the right to legally compliant meal and rest periods and payment of minimum and overtime wages for all time worked.

Specifically, Plaintiff worked as a travel nurse assigned to labor and delivery units. Her job duties included monitoring mothers before and after childbirth, assisting during labor and delivery, documenting patient care in electronic medical systems,

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monitoring newborn vital signs, assisting mothers with postpartum recovery and breast-feeding, preparing medical equipment and delivery instruments, and maintaining patient safety and sanitation in the labor and delivery environment. Plaintiff performed these duties in a high-acuity hospital setting where patient needs sometimes required constant monitoring and immediate response.

Due to the demanding nature of the work performed by Plaintiff and other Aggrieved Employees, Defendant sometimes failed to authorize and permit legally compliant rest periods. Under California law, non-exempt employees are entitled to a ten-minute rest period for every four hours worked. However, during Plaintiff's assignments as a registered nurse, Defendant's staffing practices and workload periodically prevented Plaintiff from taking rest breaks at the legally required intervals throughout her shifts. Instead of providing rest periods approximately every four hours, Plaintiff was sometimes required to combine multiple rest periods into a single break later in the shift. This practice deprived Plaintiff and other Aggrieved Employees of timely rest periods and constituted non-compliant rest break practices in violation of California Labor Code sections 226.7 and 1198, as well as the applicable provisions of the Industrial Welfare Commission Wage Orders. Defendant also occasionally failed to pay the required one-hour premium payment for each workday in which complaint rest periods were not provided.

During the PAGA Period, Defendant also maintained policies and practices that, from time to time, resulted in the failure to compensate Plaintiff and other Aggrieved Employees for all hours during which they remained under Defendant's control. Plaintiff and other Aggrieved Employees were sometimes scheduled for shifts during which they were placed on-call when patient census was low. While placed on-call, Plaintiff was required to remain available to report to work, was prohibited from accepting other employment during the on-call period, and was required to report on-site within approximately thirty minutes if called. These restrictions significantly limited Plaintiff's ability to use her time for her own purposes and effectively placed Plaintiff under Defendant's control during these on-call periods. Despite these restrictions, Defendant sometimes failed to compensate Plaintiff and other Aggrieved Employees for this controlled standby time. As a result, Plaintiff and other Aggrieved Employees were occasionally not paid wages for all hours during which they remained subject to Defendant's control and available to work. Defendant's failure to compensate employees for all hours worked violated California Labor Code section 510, 1194, 1197, 1197.1, and 1198 as well as the applicable provisions of the Industrial Welfare Commission Wage Orders.

Defendant's compensation practices sometimes resulted in the improper calculations of the regular rate of pay used to determine overtime and other premium

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wages. Wage statements issued to Plaintiff and other Aggrieved Employees reflect that employees received various forms of non-discretionary compensation, including but not limited to on-call pay, call-back pay, meal and housing stipends, and other assignment-based compensation listed separately from regular hourly wages. During certain pay periods, this non-discretionary compensation was paid in the same pay period in which Plaintiff and other Aggrieved Employees also worked overtime, such that failing to include the compensation in the regular rate of pay resulted in the underpayment of overtime wages. Under California law, such non-discretionary compensation must be included in the regular rate of pay used to calculate overtime wages, premium payments, and paid sick leave wages. Defendant did not consistently include these forms of compensation when calculating the regular rate of pay. As a result, overtime wages and other premium payments were sometimes calculated using a reduced regular rate, resulting in the underpayment of wages in violation of California Labor Code sections 246, 510, 512, 1194, and 1198, and applicable Industrial Welfare Commission Wage Orders.

Additionally, Defendant periodically failed to provide accurate itemized wage statements to Plaintiff and other Aggrieved Employees in violation of California Labor Code section 226(a). The wage statements issued during the PAGA period sometimes failed to accurately reflect all hours worked, all wages earned, and the correct applicable rates of pay. As a result, Plaintiff and other Aggrieved Employees were occasionally unable to determine from the face of their wage statement whether they were properly compensated for all work performed.

Defendant also sometimes failed to timely pay all wages earned by Plaintiff and other Aggrieved Employees during the applicable payroll periods. California Labor Code section 204 requires that wages be paid no less frequently than twice during each calendar month on designated pay days. Through the policies and practices described above, Defendant sometimes failed to pay all earned wages within the time required by law. As a result, Defendant violated California Labor Code sections 204 and 210.

Finally, Defendant from time to time during the PAGA Period failed to timely pay all earned wages due to Plaintiff and other Aggrieved Employees upon the conclusion of employment. To the extent unpaid wages remained outstanding at the time of separation, Defendant occasionally failed to provide those wages within the time required under California law. As a result, Defendant is liable for waiting time penalties under California Labor Code section 203 and violation of Labor Code sections 201 and 202.

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Defendant's unlawful policies and practices described herein resulted in numerous Labor Code violations affecting Plaintiff and other Aggrieved Employees during the PAGA period. Said conduct violated California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1 and 1198, as well as the applicable Industrial Welfare Commission Wage Orders, and is therefore actionable under California Labor Code section 2699.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.