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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF BUTTE

ANGELA PORTILLO and KISHA
VAZQUEZ, individuals, on behalf of
themselves and on behalf of all persons
similarly situated, and on behalf of the State
of California, as a private attorney general,

Plaintiffs,

vs.

ORCHARD HOSPITAL, a California
Corporation; ORCHARD GRIDLEY
HOSPITAL, INC., a Corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.: **23CV03393**

[*Consolidated with 24CV00173 and
24CV00755*]

CLASS ACTION

Assigned for All Purposes To:

Judge: Hon. Stephen E. Benson

Dept.: 6

**DECLARATION OF ALVIN B. LINDSAY
IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Date: March 25, 2026

Hearing Time: 9:00 a.m.

Date Action Filed: December 7, 2023

Trial Date: Not set

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I, Alvin Lindsay, declare as follows:

1. I am an attorney licensed and admitted to practice before all courts of the State of California, the United States District Court for the Central, Southern, Eastern, and Northern Districts of California, and the Ninth Circuit Court of Appeals. I am Senior Counsel with D.Law, Inc., and I represent Plaintiffs KISHA VAZQUEZ and ANGELA PORTILLO (“Plaintiffs” or “Class Representatives”) on behalf of similarly situated employees of Defendants ORCHARD HOSPITAL; and ORCHARD GRIDLEY HOSPITAL, INC (“Defendants”) (Plaintiff and Defendants are collectively referred to herein as “the Parties”).

2. All of the matters set forth herein are within my personal knowledge. I have represented Plaintiff Vazquez and the putative Class since the inception of the Vasquez matter and also Plaintiff Portillo since consolidation of the Vazquez Action with the Class action against Defendants entitled *Angela Portillo v. Orchard Hospital and Orchard Gridley Hospital, Inc.*, County of Butte Superior Court, Case No. 23CV03393 and PAGA action against Defendants entitled *Angela Portillo v. Orchard Hospital and Orchard Gridley Hospital, Inc.*, County of Butte Superior Court, Case No. 24CV00173. (herein referred to as the “Portillo Actions”).

17

3. On December 7, 2023, Plaintiff Portillo filed a Class Action Complaint against Defendants in Butte County Superior Court Case No. 23CV03393 (“*Portillo* Action”), alleging causes of action for violations of Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 233, 246, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2802 and Business and Professions Code section 17200 *et seq.* On January 16, 2024, Plaintiff Portillo filed a Representative Action Complaint against Defendants in Butte County Superior Court Case No. 24CV00173 (“*Portillo* PAGA Action”), alleging causes of action for civil penalties pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

1 4. On March 7, 2024, Plaintiff Vazquez filed a Class Action Complaint against
2 Defendant Orchard Hospital, in Butte County Superior Court Case No. 24CV00755 alleging
3 causes of action for violations of Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6,
4 221, 226, 226.4, 226.7, 227.3, 245, 246, 248.1, 248.2, 248.6, 510, 511, 512, 558, 558.1, 1174,
5 1174.5, 1181.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802 and Business and
6 Professions Code sections 17200-17208. On March 7, 2024, Plaintiff Vasquez also submitted her
7 PAGA Notice Letter to the LWDA asserting a Labor Code section 2698, *et seq.* Private Attorneys’
8 General Act claim (“PAGA”). A copy of Plaintiff Vasquez’s PAGA Notice Letter to the LWDA is
9 provided at **Exhibit A** to this Declaration. On May 16, 2024, Plaintiff Vazquez filed a First
10 Amended Complaint against Defendant Orchard Hospital to add a PAGA cause of action for civil
11 penalties pursuant to Labor Code § 2699, *et seq.*

12 5. On July 29, 2025, after meeting and conferring, the parties filed a stipulation to
13 consolidate the Portillo and Vasquez Actions for all purposes. On August 26, 2024, this honorable
14 court granted the stipulation to consolidate and designated Portillo Case No.: 23CV03393 as Lead
15 Case.

16 6. On June 10, 2025, after meeting and conferring and conducting formal and
17 informal discovery, the Parties through counsel engaged in a mediation session with respected
18 wage and hour mediator with Hon. Carl J. West, and after a full-day session and substantive
19 discussion of the case and claims the Parties determined to continue their negotiations.

20 7. The Parties eventually reached a settlement of the consolidated action as reflected in
21 the Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”),
22 which is being provided in my co-counsel’s concurrently filed Declaration. Plaintiffs’ counsel are
23 herein referred to as Class Counsel. Co-Counsel also provides further details of the Settlement
24 Agreement and its terms, along with further details of the background of the consolidated cases,
25 Class Counsel’s investigation and discovery conducted, and regarding mediation and the Parties’
26 negotiations and valuation of the claims. I submit this Declaration in support of the Motion for
27 Preliminary Approval of Class Action and PAGA Settlement (“Motion”) filed by Plaintiffs Angela
28 Portillo and Kisha Vazquez.

1 **QUALIFICATIONS AND ADEQUACY OF CLASS COUNSEL**

2 8. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases,
3 including class actions and PAGA actions on behalf of employees and others who have had their
4 rights violated. D.Law, either on its own or with co-counsel, is currently serving as Plaintiff's
5 counsel of record in numerous wage and hour and employment class action and PAGA action cases
6 pending in both state and federal court.

7 9. D.Law is well-qualified and has ample experience, knowledge, and resources to act
8 as counsel and represent Plaintiffs and the putative Class and Aggrieved Employees in this action.
9 Our practice is exclusively focused on employment matters and representing plaintiffs in wage and
10 hour actions with the same or similar causes of actions brought forth in the matter pending before
11 this Court.

12 10. D.Law has litigated and successfully resolved many wage and hour class action cases
13 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa
14 v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v.
15 Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in
16 Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in
17 Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno,
18 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-
19 L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles,
20 BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632
21 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,
22 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los
23 Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of
24 California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of
25 California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et
26 al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real Time
27 Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445), Vargo v.
28 Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836), Conlin v. Aegis

1 Senior Communities LLC (Northern District of California, 17-cv-05534-LHK), Galarza v.
2 Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3
3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk
4 Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont
5 Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT
6 Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra Costa
7 MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior Court
8 of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare California,
9 Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v. Church &
10 Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v. ISL
11 Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC Verdugo
12 Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford v. Account
13 Control Technology, Inc., et al. (Superior Court of California in Los Angeles, 19STCV09369),
14 Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-18-571421),
15 Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307), Barrera et al. v.
16 Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687), Barajas v. Mancha
17 Development Company LLC (Superior Court of California in Orange County, 30-2018-00974707-
18 CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home (Superior Court of
19 California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court
20 of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern
21 District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al.
22 (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc.
23 (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc.
24 (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat
25 International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care
26 Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v.
27 OEC Distribution Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743),
28 Viridi v. Absolute Security International (Superior Court of California in San Bernardino, CIVDS

1 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-00295895-
2 CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of California in San
3 Diego, 37-2020-00008179-CU-OE-NC), among others

4 11. I am Senior Counsel at D.Law and counsel of record for Plaintiffs. I graduated from
5 the United States Military Academy at West Point. I then served as an Army Officer for 10 years in
6 the Corps of Engineers, in various stateside and overseas postings. I was a combat engineer company
7 commander, was stationed in Germany when the Berlin Wall fell, and am a veteran of Operation
8 Desert Shield/Desert Storm. I also served in the Reserves and advanced to the rank of Major. I
9 earned my Juris Doctorate from Whittier Law School and have been practicing in California for
10 twenty five years.

11 12. Since 2010, I have been the senior attorney responsible for the day-to-day litigation
12 of numerous wage and hour class and representative actions on behalf of employee Class members
13 and aggrieved employees. I have been successful in getting many contested class action cases
14 certified and have secured settlements for many millions of dollars for our clients. I am experienced
15 and qualified to evaluate the class and representative claims, to evaluate settlement versus trial on a
16 fully informed basis, and to evaluate the viability of the defenses. I enjoy being an attorney,
17 especially being a complex civil litigator focusing on class and representative action proceedings. I
18 value the fact that what we do is a profession, and I value the professional relationships I have
19 developed with my fellow plaintiffs' counsel and the attorneys from the well-respected corporate
20 defense firms we litigate against on a daily basis.

21 13. I have litigated complex civil actions for twenty five years, focusing on intellectual
22 property litigation and employment wage and hour class actions. I have the requisite knowledge of
23 class and representative proceedings, applicable class action and employment law, and federal and
24 state court procedures, to represent Plaintiff and the Class Members and Aggrieved Employees and
25 the State in this action. For the past sixteen years, I primarily focused my practice on litigating
26 complex California wage and hour class actions, first with the firm of James Hawkins, APLC, next
27 with Quintilone & Associates, then with David Yeremian & Associates, Inc., and now with D.Law,
28 Inc. In the course of representing class and representative plaintiffs, I have litigated and settled

1 hundreds of class and representative PAGA actions in California state and federal courts on behalf
2 of hundreds of thousands of employees.

3 14. My participation in wage and hour class and representative action litigations in
4 California has included extensive preparation, the development of a thorough knowledge of the legal
5 issues related to certification and liability, and full immersion and participation in the mediation,
6 settlement negotiation, and approval process. I am therefore experienced in the type of class and
7 representative action litigation involving violations of California's wage and hour laws which are
8 the subject of this action. To that end, for example, I was asked by the California Employment
9 Lawyers Association to draft an amicus brief, which contributed to the California Supreme Court's
10 decision in *Alvarado v Dart Container Corp. of California*, 4 Cal. 5th 542 (2018).

11 15. The following are examples of some of my cases that have resulted in favorable
12 settlements for the employee Class members and aggrieved employees I have represented:

- 13 a. *Batres v. HMS Host USA, Inc. et al.*, CD Cal Case No. SACV 10-01458 CJC
14 (AJWx) (Hon. Cormac J. Carney);
- 15 b. *Barrera v Sodexo, Inc.*, CD Cal Case No. SACV 13-0817 AG (MANx) (Hon.
16 Andrew J. Guilford);
- 17 c. *Mojica v Compass Group, et al.*, CD Cal Case No. 8:13-cv-01754 DSF (AGR)
18 (Hon. Dale S. Fischer);
- 19 d. *Aguilar v 7-Eleven*, Orange County Superior Court, Case No. 30-2009-
20 00268714-CU-OE-CXC (Hon. Kim G. Dunning);
- 21 e. *Pedro M. Guerrero v. E-Recycling of California*, Orange County Superior Court
22 Case No. 30-2012-00552453-CU-OE-CXC (Hon. Gail A. Andler);
- 23 f. *Virginia Rodriguez v Exel Inc.*, San Bernardino County Superior Court, Case No.
24 CIVDS 1104594 (Hon. Bryan F. Foster);
- 25 g. *Palacios v LKQ Lakenor Auto & Truck Salvage, Inc., et al.*, Orange County
26 Superior Court, Case No. 30-2012-00552979-CU-OE-CXC (Hon. Steven L.
27 Perk);

- h. *Ayala et al. v Park Anaheim Health Care, LLC*, Orange County Superior Court, Case No. 30-2013-00649442-CU-OE-CXC (Hon. Gail A. Andler);
- i. *Daniel v Xerxes Corporation*, Orange County Superior Court, Case No. 30-2010-00418048-CU-OE-CXC (Hon. Gail A. Andler);
- j. *Magana v HVM L.L.C. et al.*, Orange County Superior Court Case No. 30-2011-00468712-CU-OE-CXC (Hon. Gail A. Andler);
- k. *Vo v Express Manufacturing, Inc.*, Orange County Case No. 30-2012-00552641-CU-OE-CXC (Hon. Gail A. Andler);
- l. *Yac v Paper Source Converting & Manufacturing*, Los Angeles Superior Court, Case No. BC 472113 (Hon. Michael L. Stern);
- m. *Bui v Sprint Corporation*, ED Cal Case No. 2:14-CV-02461-TLN-AC (Hon. Troy L. Nunley);
- n. *Munoz v Stine CC Inc (Chevron)*, (Hon. Lorna H. Brumfield), Kern County Superior Court, S-1500-CV-283104-LHB;
- o. *Alcaraz v County of San Bernardino*, San Bernardino County Superior Court, Case No. CIVDS 1013508 (Hon. John M. Pacheco);
- p. *Andrews v Stoneledge Furniture, LLC*, San Bernardino County Superior Court, Case No. CIVDS 1706865 (Hon. David Cohn);
- q. *Burson v Best Western All Suite, LLC*, Santa Cruz County Superior Court, Case No. CV179684 (Hon. Paul M. Marigonda);
- r. *Fernandez v Comforcare Senior Services, et al.*, San Diego County Superior Court, Case No. 37-2015-00032396-CU-OE-CTL (Hon. Gregory W. Pollack);
- s. *Quiroz, Haslett v SWH Corporation, dba Mimi's Café*, Orange County Superior Court, Case No. 30-2011-00493645-CU-OE-CXC (Hon. William Claster);
- t. *Wells Fargo Bank Wage and Hour Cases*, Los Angeles County Superior Court, Case No. JCCP No. 4702 (Hon. Kenneth R. Freeman);
- u. *Loeza v JP Morgan Chase Bank NA*, SD Cal. Case No. 13-cv-00095-L-BGS (Hon. M. James Lorenz);

- 1 v. *Cunningham v Leslie's Poolmart, Inc.*, CD Cal. Case NO. 13-cv-02122-CAS-
2 CWx (Hon. Christina A. Synder);
- 3 w. *Perez et al v. Irvine Capital Restaurant dba Capital Seafood Restaurant*, Orange
4 County Superior Court, Case No. 30-2016-00834023-CU-OE-CXC (Hon.
5 Thierry Patrick Colaw);
- 6 x. *Robarge et al. v DCOR, LLC*, Los Angeles County Superior Court, Case No.
7 BC630278 (Hon. Kenneth R. Freeman);
- 8 y. *Rubio v Sprint Corporation*, CD Cal. Case No. 2:17-cv-02231-SVW-GJS, (Hon.
9 Stephen V. Wilson);
- 10 z. *Tapia v Sterling Jewelers Inc.*, ND Cal. Case No. 5:14-cv-00624-EJD (Hon.
11 Edward J. Davila);
- 12 aa. *Thompson v The Standard Hotel*, Los Angeles County Superior Court, Case No.
13 BC597152 (Hon. Kenneth R. Freeman);
- 14 bb. *Ward v. JetSuite, Inc. et al.*, CD Cal. Case No. 8:16-cv-00584-AG-AS (Hon.
15 Andrew J. Guilford);
- 16 cc. *Rowser v. Trunk Club, Inc.*, CD Cal. Case No. 2:17-cv-05064-DSF-RAO (Hon.
17 Dale S. Fischer);
- 18 dd. *Rodriguez v PD Products, Inc.*, Los Angeles County Superior Court, Case No.
19 BC696710 (Hon. Mauren E. Nelson);
- 20 ee. *Basiliali v Allegiant Air, LLC*, CD Cal. Case No. 2:18-cv-3888 RGK (MRWx)
21 (Hon. R. Gary Klausner);
- 22 ff. *Hernandez v Fedex Ground Package System, Inc.*, ND Cal. Case No. 3:17-cv-
23 02074-VC (Hon. Vince G. Chhabria);
- 24 gg. *Savinovich v Starbucks Corporation, Evolution Fresh, Inc. et al.*, Santa Cruz
25 County Superior Court, Case No. 17CV02050 (Hon. Paul Burdick);
- 26 hh. *Verdugo v Denali Water Solutions, LLC*, CD Cal Case No. 5:18-cv-00170-ODW
27 (SHK) (Hon. Otis D. Wright II);
- 28 ii. *Zepeda v MasTec Network Solutions, LLC, et al.*, CD Cal. Case No. 5:18-cv-

- 1 00749-VAP-SHK (Hon. Virginia A. Phillips);
- 2 jj. *Sanchez v Pacific Southwest Container, Inc.*, Stanislaus County Superior Court,
- 3 Case No. 2028679 (Hon. Marie Sovey Silveira);
- 4 kk. *Sanchez v AM Retail Group*, ND Cal. Case No. 3:18-cv-00287-JCS (Hon. Joseph
- 5 C. Spero);
- 6 ll. *Orr v PetVet Care Centers (California), Inc. et al.*, Santa Clara County Case No.
- 7 19CV354063 (Hon. Patricia M. Lucas);
- 8 mm. *Williams, Baldwin v Staff Pro, Inc.*, Orange County Superior Court, Case No. 30-
- 9 2016-00890905-CU-OE-CXC (Hon. Randall J. Sherman);
- 10 nn. *Rangel v W.W. Grainger, Inc.*, Stanislaus County Superior Court, Case No. CV-
- 11 18-0030341 (Hon. John D. Freeland);
- 12 oo. *Cardiel v MillerCoors LLC*, Los Angeles County Superior Court, Case No.
- 13 19STCV02979 (Hon. Rupert A. Byrdsong);
- 14 pp. *California Forensic Medical Group Wage and Hour Cases*, JCCP4999,
- 15 Monterey County Superior Court (Hon. Lydia M. Villarreal);
- 16 qq. *Cervantes v RGW Construction, Inc.*, Alameda County Superior Court, Case No.
- 17 RG16826895 (Hon. Stephen Pulido);
- 18 rr. *Cooks v Reliant Real Estate Management, Inc.*, Los Angeles County Superior
- 19 Court, Case No. 18STCV05531 (Hon. Amy D. Hogue);
- 20 ss. *Ornelas v National Storage Affiliates Trust, et al.*, San Francisco County Superior
- 21 Court, Case No. CGC-18-571421 (Hon. Curtis E.A. Karnow);
- 22 tt. *Jiminez, Carrera v Lancaster Burns Construction, Inc.*, Sonoma County Superior
- 23 Court Case No. SCV-265708 (Hon. Patrick Broderick);
- 24 uu. *Moises Cuevas Miranda v. Compass Group USA, Inc. et al.*, Orange County
- 25 Superior Court, Case No. 30-2019-01110951-CU-OE-CXC (Hon. William
- 26 Claster);
- 27 vv. *Maldonado v. K&R Corporation*, Los Angeles County Superior Court, Case No.
- 28 20-STCV-27934 (Hon. Elihu M. Berle);

1 ww. *Ovidio Gramajo Rodas v. Andrew Chekene Enterprises, Inc.*, Alameda County
2 Case No. RG20057424 (Hon. Stephen Kaus);
3 xx. *Eduardo Diaz Galan v. Elite Comfort Solutions, LLC*, Los Angeles County Case
4 No. 20STCV35875 (Hon. Carolyn B. Kuhl);
5 yy. *Richard Amato v Layton Construction Company, LLC*, Santa Clara County Case
6 No. 20CV371023 (Hon. Sunil R. Kulkarni);
7 zz. *Estela, Daniels, Williams et al. v Pacific Dental Services, LLC*, San Diego
8 County Superior Court Case No. 37-2020-00010251-CU-OE-NC (Hon. Robert
9 P. Dahlquist).

10 16. The above matters are not exhaustive but provide samples of the types of class and
11 representative action litigations I have successfully resolved. D.Law and I are presently prosecuting
12 class and representative action litigations in state and federal courts across California. We also have
13 several actions that are in the stages of preliminary and final and PAGA settlement approval.

14 17. My experience in litigating employment wage and hour matters has been integral in
15 identifying legal issues, evaluating the strengths and weaknesses of a case, and generally negotiating
16 fair and reasonable class and representative action settlements. Practice in the narrow field of wage
17 and hour litigation requires skill and knowledge concerning the constantly evolving substantive law
18 (state and federal), as well as the procedural law of class and representative action litigation. In this
19 action, I am fully equipped to use the skills and knowledge I have developed through fifteen years
20 of prosecuting and defending wage and hour class and PAGA actions to fairly and adequately
21 represent the interests of the aggrieved employees. Therefore, based on my resources, experience,
22 and knowledge, I am well-qualified to act as Class and PAGA Counsel and represent the Plaintiffs
23 and the State and aggrieved employees in this action.

24 18. As a result of my prior experience as Class and PAGA counsel in other wage and
25 hour class and representative actions, I am fully aware of the responsibilities I would owe as counsel
26 to the class members and aggrieved employees I represent. I have thoroughly investigated the claims
27 asserted in this action, and I and our firm have remained committed to dedicating the resources
28 necessary to represent the aggrieved employees and vigorously pursue their claims. Based upon my

1 experience and understanding of the claims and defenses in this action, I believe the Settlement is
2 fair, adequate, and reasonable for the Parties, the Class Members, the aggrieved employees, and all
3 involved, and that the Settlement is well within the range of reasonableness that would permit it to
4 be approved.

5 19. I am not aware of any conflict of interest between myself and Plaintiffs or any other
6 individuals that would interfere with my duties as Class and PAGA Counsel or impede my
7 representation. I am not related to the Class Representatives. I have not previously represented
8 Defendants in any matter. I respectfully submit that my colleagues at D.Law, Inc., Blumenthal,
9 Nordrehaug, Bhowmik, De Blouw, LLP and I are well suited to serve as Class Counsel in this action,
10 and we have represented and will continue to vigorously represent the interests of the Class
11 Members and aggrieved employees.

12 I declare under penalty of perjury under the laws of the State of California that the foregoing
13 is true and correct.

14 Executed this 26th day of February 2026, at Glendale, California.

15
16 
17 Alvin B. Lindsay

EXHIBIT A

March 7, 2024

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128>

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL TO:

(by certified mail to Orchard Hospital and John Harris)

Orchard Hospital
240 Spruce Street
Gridley, CA 95949
Certified Mail Tracking Number: 9414 8112 0620 4914 5754 70

John Harris
Agent for Service of Process for Orchard Hospital
660 Ohio St.
Gridley, CA 95948
Certified Mail Tracking Number: 9414 8112 0620 4914 5706 73

**Re: Labor Code § 2698, *et seq.* Private Attorneys' General Act Claim
PAGA Notice Letter to LWDA
Kisha Vazquez v. Orchard Hospital
Superior Court for the County of Butte**

Dear Gentilepersons:

This office represents Plaintiff Amy Kisha Vazquez ("Plaintiff") and other similarly aggrieved employees employed as non-exempt, hourly healthcare and healthcare support workers and in related positions at Defendants' locations in California during the relevant period (collectively "Aggrieved Employees") for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* ("the Act"). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants Orchard Hospital, a California nonprofit corporation and Does 1 through 50 inclusive (all defendants being referred to herein collectively as "Defendants").



Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff's Class Action Complaint, which is attached to this Notice letter. The Complaint is being filed concurrently in Butte County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff's class-wide claims and representative claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff worked as a medical assistant at one of Defendants' facilities and locations in Gridley, California. She and the other Aggrieved Employees were employed by Defendants as non-exempt, hourly employees at Defendants' locations and facilities in California, including in positions related to providing healthcare and healthcare support to Defendants' customers. Plaintiff worked at Defendants' behest without being paid all wages due and without being provided all required breaks. More specifically, Plaintiff and the other similarly situated Aggrieved Employees were employed by Defendants and (1) shared similar job duties and responsibilities (2) were subjected to the same policies and practices (3) and endured similar violations at the hands of Defendants as the other Employees who served in similar and related positions.

Defendants required Plaintiff and the Aggrieved Employees to work off the clock and failed to record accurate time worked by these Employees, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and provided Plaintiff and the Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Aggrieved Employees with lawful meal and rest periods, as Employees were required to remain under Defendants' control and were not provided with the opportunity to take full uninterrupted, timely, and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

Defendant Orchard Hospital is a California nonprofit Corporation with an address in Gridley, California. Defendant Orchard Hospital is listed as the employer on the wage statements issued to Plaintiff by Defendants during the relevant time period, with a Gridley, California address. Upon information and belief, such wage statements were issued to other Aggrieved Employees, during the relevant time period, with the same Gridley, California address.

Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also contends that Defendants failed to pay



Plaintiff and the Aggrieved Employees all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failing to provide meal and rest breaks, and failing to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable IWC Wage Orders.

During the course of Plaintiff and the Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked, or were not paid at the correct rates. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees as healthcare and healthcare support workers based out of Defendants' facilities in California.

For much of her employment, Plaintiff was employed by Defendants as a medical assistant and at Defendants' Gridley, California facility. Plaintiff generally worked over forty hours per week, four days per week, which resulted in shifts of approximately ten hours in duration. Plaintiff's shifts were generally scheduled from 7:00 a.m. to 5:30 p.m.

The nature of Defendants' operations and its policies and practices require that Employees endure significant off-the-clock work. Defendants' facilities included timekeeping systems incorporating electronic recording of time punches by Employees logging on to the Defendants' computers to record their time entries.

The failure to maintain accurate timekeeping and payroll records perpetrated by Defendants has also been exacerbated by other off the clock work Defendants required their Employees to endure. Due to the heavy volume of work, Plaintiff was habitually compelled to work through parts of her meal periods in order to complete her work. Defendants were well aware that their facility was understaffed and as a result, Employees were required to work additional hours that were often uncompensated or otherwise underpaid. Defendants required that all overtime hours must be pre-approved by Defendant's managers. Thus, if Plaintiff failed to complete all her work during her scheduled hours, she would be forced to incur overtime hours which Defendants' management frowned upon and did not always authorize. Thus, Plaintiff was forced to work through parts of her meal periods to complete all her work and avoid incurring too much overtime. This time worked went uncompensated despite the fact Plaintiff was under Defendants' control or otherwise already performing job duties. In addition, Plaintiff and other Employees' rest breaks were routinely interrupted or not provided at all due to pressing work demands. Due to understaffing and the heavy volume of work, Employees were frequently only able to take only rest break, if they could take one at all. Additionally, Plaintiff and the Aggrieved Employees were also required to work or otherwise remain under Defendants' control after their shift end times, including on-site and through after-hours work-related communications and other work requirements.

Defendants followed a similar unlawful practices, upon information and belief, in connection with other Employees in a concerted effort to limit and restrict regular and overtime hours



earned by and owing to Plaintiff and the other Aggrieved Employees. Time worked off the clock also caused Plaintiff and other Aggrieved Employees to work beyond eight hours in a shift. As a result of the above-described off the clock work, Defendants failed to pay Plaintiff and Aggrieved Employees overtime for several minutes at the end of work shifts which Defendants did not record in any timekeeping or payroll records. Defendants thus both failed to pay overtime hours and failed to compensate them at the correct premium rates.

Plaintiff was therefore not paid for all her hours worked at the required minimum, overtime, and double time wage rates due to Defendants' policy and practice of requiring her to work off the clock and without pay. With work shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Defendants thus systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies which Defendants required them to follow and endured similar violations at Defendants' hands as Plaintiff.

Defendants have also failed to produce Plaintiff's entire personnel file despite multiple requests to that end. Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off the clock work Defendants' required and the actual hours Plaintiff worked, or have otherwise declined to produce them to Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code §§ 226 and 1174.

As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and Aggrieved Employees incurred overtime hours worked for which they were not adequately and completely compensated, in addition to the hours they were required to work off the clock at their regular rates.

The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees working at Defendants' locations and facilities. As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and pay wages at the correct rates, the failure to compensate employees for time under Defendants' control and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages



owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants paid Plaintiff and the Aggrieved Employees bonuses and shift differentials and other forms of remuneration above and beyond their hourly pay, upon information and belief Defendants miscalculated and therefore underpaid any overtime they paid during these pay periods by failing to include all forms of remuneration in the regular rate used to calculate and pay overtime.

Defendants also failed to provide Plaintiff and the Aggrieved Employees with their required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of eight hours. Demanding workloads contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiff and the employee Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

More specifically, Plaintiff worked shifts that entitled her to at least one meal period, but Defendants' managers required Plaintiff and the Aggrieved Employees to prioritize work over taking lawful meal periods. To whatever extent there was ever a schedule for meal periods, it went by the wayside quickly as there always seemed to be a customer that needed assistance. Constant short-staffing led to systematically late meal periods, and on-duty meal periods that were incessantly interrupted by customer and management demands and required job duties and tasks. The heavy workload and management expectations also contributed to Employees working through meal periods or not taking them or taking them late so work could be accomplished or they were otherwise required to remain under Defendants' control during meal periods.

Therefore, meal period violations systematically occurred throughout all of Plaintiff's work shifts where Defendants failed to provide a lawful meal period and also failed to provide a meal premium payment. To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour premium payment. Upon information and belief, the other Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.



Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants or otherwise remain under Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often required to do so without receiving a lawful, timely, and duty-free 30-minute meal breaks. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work, in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective hourly rate of pay, for each meal period or rest break that Defendants failed to provide or deficiently provided. Upon information and belief, if and when Defendants did pay any meal period premiums, they failed to include all forms of remuneration in the regular rate used to calculate and pay it. To the extent Plaintiff and the Aggrieved Employees worked shifts of over ten hours, upon information and belief Defendants failed to provide them with a second required meal period.

Therefore, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required meal breaks due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Defendants also failed to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. There were similar issues with the required net ten-minute rest breaks that Plaintiff and the Aggrieved Employees were unable to take as with meal periods. Defendants made no efforts or provided no emphasis on authorizing and permitting Employees to take net ten-minute rest breaks for every four hours of work.

Given the constant and ongoing job demands she faced and Defendants' failure to adequately staff its facilities to permit employees to take breaks, Plaintiff was compelled to remain on the premises performing job-related duties while also remaining under Defendants' control during times when she was supposed to be enjoying a duty-free rest break. By uniformly requiring Plaintiff and the other similarly situated co-workers to remain under Defendants' control and on premises during rest breaks, Defendants committed systematic and ongoing rest break violations. To the extent Defendants paid any rest break premium payments under Labor Code § 226.7 to Plaintiff or Aggrieved Employees these payments failed to include all forms of remuneration, including shift differentials and bonuses and premium payments to Plaintiff, in the regular hourly rate at which they paid the rest break premiums.



Defendants' management did not emphasize the requirement to provide at least one ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If and when Plaintiff was permitted to take a ten-minute rest break on a shift, she was not permitted to take a second one or a third one or any breaks were untimely or impermissibly shortened. Further violations occurred as Plaintiff and the Aggrieved Employees were required to remain under Defendants' control by not being able to leave the premises and by Defendants' requirement that they remain ready to respond to work requirements and job demands.

Therefore, Defendants failed to authorize and permit Aggrieved Employees to take all their required rest breaks. Plaintiff and the other similarly situated Aggrieved Employees were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to instructions and job demands. Defendants also failed to authorize and permit Employees to leave the property premises during rest breaks, or else prevented them from doing so, thus further evidencing Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to remain under their control during required off-duty rest breaks.

Defendants' policies and practices thus systematically deny and denied Plaintiff and the Aggrieved Employees full, duty-free ten-minute rest periods and thirty-minute, duty-free meal periods. The California Supreme Court has instructed that the rest period requirement obligates employers to permit and authorize employees to take-off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks, and Defendants failed to schedule or account for required first, second, and third rest breaks during the shifts Plaintiff and the Aggrieved Employees generally worked.

Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by requiring off the clock work during breaks and before and after work shifts and by miscalculating the regular rate and accordingly underpaying overtime wages and meal and rest break premiums. By not compensating Employees for all hours worked and under Defendants' control at the correct rates, Defendants unlawfully deducted wages earned by and owed to Plaintiff and the Aggrieved Employees, in violation of Labor Code § 221.

Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Paid sick time for nonexempt employees shall be calculated in the same manner as the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally and upon information and belief, Defendants have failed to provide COVID-19



supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.” Plaintiff accordingly seek this relief available for Defendants’ failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Defendants also failed to pay Plaintiff and the other Aggrieved Employees all vested vacation time at the time of their separation from Defendants’ employment, in violation of Labor Code § 227.3. Specifically, Plaintiff had accrued approximately 13.2 hours of vacation time as evidenced by wage statements issued by Defendants. Inexplicably, however, Defendants failed to pay Plaintiff for all earned and unused vacation time at her final rate of pay at the time of Plaintiff’s resignation from her employment. There is an entry on the wage statement showing “V PTO Rec” paid to Plaintiff after her resignation. It shows 10.40 hours being paid out to Plaintiff; however, the wage statement evidencing the pay period prior to Plaintiff’s resignation did not include a balance for “V PTO” with a handwritten note adding the 10.40 “accrued” hours to the 13.20 “balance” hours. Accordingly, Plaintiff is owed approximately 13.2 hours of vacation time.

Upon information and belief, Defendants also failed to provide Employees such as Plaintiff at the time of her employment and thereafter with written notice complying with all the requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing” specifically required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to provide Plaintiff and the Aggrieved Employees certain specific information upon hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with any such information when she was hired, or have failed to produce it, and upon information and belief, Defendants committed similar violations in connection with similarly situated Aggrieved Employees.

Defendants have failed to comply with Labor Code § 226(a) by inaccurately listing the name and address of the legal entity that is the employer. On information and belief, during the relevant time period, Defendants have listed ORCHARD HOSPITAL at 240 Spruce Street on wage statements issued to Plaintiff and Aggrieved Employees. Plaintiff worked at the Orchard Hospital Medical Specialty Clinic at 284 Spruce Street and is uncertain about the organizational



form of this entity. Defendants' failure to accurately name the legal entity with the appropriate address employing Plaintiff and Aggrieved Employees on wage statements issued to them has caused confusion over the entity responsible for addressing the Labor Code violations alleged by Plaintiff.

Defendants have also consistently failed to provide Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, failure to pay all overtime and double time wages owed and failure to pay them at the appropriate premium rates, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, including because they did not calculate the regular rate of pay correctly when paying overtime or meal period premiums and because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff and the Aggrieved Employees, including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

Defendants also provided Plaintiff and the Aggrieved Employees with wage statements that failed to accurately report all hours worked and applicable hourly rates for all hours worked. For the same reasons as explained above, Plaintiff and the Aggrieved Employees were provided with unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants miscalculated meal and rest break premiums, and sick time if and when they did pay them. Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants were aware that Plaintiff and the Aggrieved Employees worked more total hours than were reflected on the wage statements, including overtime hours, and were underpaid by regular rate miscalculation. Plaintiff and the Aggrieved Employees were unable to discern from their wage statements alone the actual hours they worked in total during a pay period and the rates they were paid for those hours worked.

Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, among other requirements. Plaintiff and Aggrieved Employees are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from



payment of wages and accurately reporting total hours worked.

Defendants also required Plaintiff and the Aggrieved Employees to work hours off the clock for which they were not compensated. They were also required to endure off the clock work addressed above during interrupted or otherwise on-duty meal and rest periods and were not provided with sick pay and supplemental sick leave and were subjected to systematic off the clock work. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws, including under Labor Code § 203.

Defendants have also regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to calls from management on her personal phone, mileage expenses for driving between the Defendant's facilities while on duty, stethoscopes, and oxygen monitors. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

Defendants failed to pay Employees the minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management and due to unlawful rounding. Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Aggrieved Employees,



including by requiring systematic off the clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

In light of the foregoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement.

Defendants have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties or remain under Defendant's control. When considered in combination with the unlawful rounding to their detriment, Aggrieved Employees were not properly compensated, nor were they paid overtime rates or the



correct overtime rate (addressed above) for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the foregoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code § 226.7 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods due to the work demands placed upon them by Defendants' management, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks due to Defendants' policies and practices.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e., one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as



provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants generally failed to authorize and permit any rest breaks, or provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond job requirements or simply failed to authorize and permit them at all.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest break not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other



things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees inaccurately list the name and address of the legal entity that is the employer and failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." As discussed above, Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and unlawful rounding and overtime miscalculation. By not compensating Employees for all hours worked, Defendant unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code §



2699(g)(1).

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods and by rounding. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees, and costs pursuant to Labor Code §§ 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by unlawful rounding and off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave

Defendants violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Defendants have also failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the



relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.”

Plaintiff accordingly seeks this relief available for Defendants’ failure to provide Aggrieved Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees and costs by Labor Code § 2699(g)(1).

Failure to Pay Vacation Wages in Violation of Labor Code § 227.3

Cal. Labor Code § 227.3 requires that employers who provide employees with vacation time must pay employees for all unused vacation at the time of termination of employment. Defendants violated Cal. Labor Code § 227.3 by failing to pay Plaintiff and Aggrieved Employees the vacation time due and owing to them at the time of termination of their employment. Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 203, 558, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants’ employ. Based on the foregoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee’s wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

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Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work-related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred in responding to calls from management, mileage expenses for driving between the Defendant's facilities while on duty, stethoscopes, and oxygen to conduct business for the Defendants. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

Defendants thus uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees.

Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; including as follows:

(a) **Wage Claims:** For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) **Meal and Rest Period Claims:** For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) **Inaccurate Wage Statements and Failure to Maintain Records:** For failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).



More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to “a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...”;

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants’ unlawful deductions from wages and for Defendants’ failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants’ failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1); and

(g) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code §§ 227.3, 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged



against Orchard Hospital, a California nonprofit corporation and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,
D.LAW, INC.

A handwritten signature in black ink, appearing to read 'Alvin B. Lindsay', with a horizontal line underneath.

Alvin B. Lindsay

a.lindsay@d.law

Jean Hopkins Power

jean@d.law

Cc: Orchard Hospital and John Harris
by Certified Mail