

April 20, 2026

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter on Behalf of YALITZA MALDONADO, BRETT HOUSTON,
and Aggrieved Employees Under California Labor Code section 2699.3

Via Certified Mail Return Receipt Requested:

ADVANTAGE HCS, LLC
50 KENNEDY PLAZA,
PROVIDENCE, RI 02903
(CMRR Tracking #
9414809898643080774591)

ADVANTAGE HCS, LLC
c/o CSC LAWYERS INCORPORATING
SERVICE
2710 GATEWAY OAKS DRIVE,
SACRAMENTO, CA 95833
(CMRR Tracking
#9414809898643080775079)

To Whom It May Concern:

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

This PAGA Notice concerns YALITZA MALDONADO’s (“Employee Maldonado”) and BRETT HOUSTON (“Employee Houston”) (collectively “Employees”) employment with Employee’s former employers: Advantage HCS LLC, and AHCS Specialty Care, LLC (“Employer”). Employee Maldonado is a non-exempt hourly employee and works for Employer as a pharmacy clerk at, without limitation, 4631 Teller Avenue, Suite 110, Newport Beach, California. Employee Maldonado has worked for Employer from approximately October of 2023 through the present. Employee Maldonado’s duties include, but are not limited to, calling patients regarding refills, preparing medications for delivery, and operating the POS system and register. Employee Houston is a non-exempt hourly employee and works for Employer as a pharmacy technician at, without limitation, 1255 Garden Grover Boulevard, Garden Grove, California 92843. Employee Houston has worked for Employer from approximately April of 2023 through August of 2023, and May of 2024 through the present. Employee Houston’s duties include, but are not limited to, coordinating with insurance companies, coordinating deliveries, and refilling supplies.

Employees seek to represent all “Aggrieved Employees” that worked for Employer during the PAGA Period. The “PAGA Period” covers the three years preceding the date this letter was submitted to the LWDA and continues past that date into perpetuity. Specifically, in connection

with any alleged claims for violations of Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 432.5, 1198, including restraints on competition, whistleblowing and freedom of speech, Employees seek to represent *all* employees that worked for Employer during the PAGA Period. On all other claims mentioned herein, Employees seek to represent only non-exempt employees that worked for Employer during the PAGA Period. Collectively, these employees are referred to herein as “Aggrieved Employees.”

Unpaid Minimum and Overtime Wages:

Employees are informed and believe, and based thereon allege, that Employer had and has a practice or policy of failing to compensate Employees and other Aggrieved Employees for all hours worked at the proper rates of pay. Employer knew, or should have known, that Employees and Aggrieved Employees were entitled to receive wages for all time worked, including regular, overtime, and double times wages, yet failed to pay Employees and Aggrieved Employees all wages owed for work that was required to be performed.

Employees are informed and believe, and based thereon allege, that Employer maintains a practice or policy of failing to track all minutes actually worked by Employees and Aggrieved Employees by engaging, suffering, or permitting Aggrieved Employees to work off the clock. Specifically, Employer engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Employees and other Aggrieved Employees to clock out for meal periods and continue working.

Given Employees personally suffered these violations of the minimum wage and overtime laws, Employees also seek to represent Aggrieved Employees in connection with other violations of the minimum wage and overtime laws, if any of these should be found. As such, Employees are informed and believe, and based thereon allege, that Employer violated, without limitation, Labor Code sections 223, 510, 1197, 1198, 1182.12, and applicable Wage Orders based on its continued failure to pay minimum and overtime wages for all hours worked. Thus, Employees and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Employees are further informed and believe, and based thereon allege, that Employer’s conduct was malicious, fraudulent, or oppressive. Thus, Employer is liable for civil penalties pursuant to Labor Code sections 210, 558, 1197.1, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege, that Employer’s conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Non-Compliant Meal Periods:

Employees are informed and believe, and based thereon allege, that Employer had and has a policy or practice of compelling Employees and other Aggrieved Employees during the PAGA Period to work excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof. By way of example,

Employer regularly denied Employees and Aggrieved Employees lawful meal periods by, without limitation, interrupting meal period, and not providing timely meal periods. For example, Employee Houston often had to respond to urgent questions regarding prescriptions during meal periods and/or was denied a timely meal period due to his workload and a lack of scheduling for meal periods. Given Employees personally suffered these violations of the meal period laws, Employees also seek to represent Aggrieved Employees in connection with other violations of the meal period laws, including potential violations for unprovided meals, short meals, auto-deducted meals, and meals for which Aggrieved Employees were not permitted to leave the premises, if any of these should be found.

Employees are informed and believe, and based thereon allege, that Employer violated Labor Code sections 512, 1198 and applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and therefore each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employees are informed and believe that those premium payments under Labor Code section 226.7 were not made for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer is thus liable for civil penalties pursuant to Labor Code sections 210, 558, 1199 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Non-Compliant Rest Periods:

Employees are informed and believe, and based thereon allege, that Employer maintains policies or practices of compelling Employees and other Aggrieved to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employees and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the Aggrieved Employees are completely relieved of all of their duties, including, without limitation, by interrupting rest periods, and not providing rest periods in a timely fashion. Given Employees personally suffered these violations of the rest period laws, Employees also seek to represent Aggrieved Employees in connection with other violations of the rest period laws, including potential violations for unprovided rest periods, short rest periods, rest periods where Aggrieved Employees are required to clock-out, and rest periods for which Aggrieved Employees were not permitted to leave the premises, if any of these should be found. Employees are informed and believe, and based thereon allege, that Employer violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. Employees are informed and believe that those premium payments under Labor Code section 226.7 were not made for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210,

558, 1199 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Inaccurate and Inadequate Recordkeeping Practices:

In addition to the above, Employees are informed and believe, and based thereon allege, that Employer failed and continues to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, making it difficult for Employees and other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide all documents requested by Employees on July 7, 2025, and July 28, 2025, in violation of these Labor Code sections, including but not limited to time records in violation of Labor Code section 1174. Employees and the Aggrieved Employees personally suffered these violations, which in turn entitles Employees and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1199, and 2699. Employees are further informed and believe, and based thereon allege, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Inaccurate Itemized Wage Statements:

Both independently and as a result of, among other things, Employer's herein-described policies or practices, Employer also intentionally failed and continues to fail to furnish Employees and Aggrieved Employees with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Consequently, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee during the PAGA Period. Employees and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 for each pay period worked during the PAGA Period. However, Employees are informed and believe that those penalties under Labor Code section 226 were not paid for these violations of Labor Code sections 226. Employer would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1199, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Timely Pay Employees at Time of Separation:

Employees are informed and believe, and based thereon allege, that Employer, both independently and for the reasons stated above, also willfully and/or intentionally failed and refused, and continues to fail and refuse, to timely pay all compensation owed to Employees and other terminated or resigned Aggrieved Employees, including but not limited to, all overtime wages owed, all minimum wages owed, and all premium pay owed. Consequently, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code sections 201, 202, 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period. Employees and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 for each pay period worked during the PAGA Period. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii). Employees are further informed and believe, and based thereon allege, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Timely Pay All Wages Owed:

Employees are informed and believe, and based thereon allege, that Employer had and has a policy or practice of failing to pay Employees and Aggrieved Employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employees are informed and believe and based thereon allege that Employer did not and does not pay Employees and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198 due to, among other things, the violations set forth above, the derivative nature of which is an implicit consequence of the rationale in *Camp v. Home Depot USA, Inc.* (2022) 84 Cal.App.5th 638. As such, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code section 204. Employees and other Aggrieved Employees have personally suffered these violations. Thus, Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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Unlawful Terms and Conditions:

Employees are informed and believe, and based thereon allege, that Employer, including its agents, managers, superintendents, and/or officers, required Employees and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Employer (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, terms known to be illegal in purported arbitration agreements, and other written documents presented for signature and/or assent to Employees and/or Aggrieved Employees by Employer. As a result, Employees are informed and believe that Employer violated Labor Code sections 432.5 and 1198. Thus, Employer would be liable for civil penalties pursuant to Labor Code sections 432.5, 1199, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employees or their counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

If the LWDA or a court issued a finding or determination to the Employer within five (5) years of any of violations described above, that Employer's policy or practice giving rise to such violations was unlawful, Employer would be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as set forth above, Employees allege Employer's conduct giving rise to the violations as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among other reasons, Employer has been sued for these violations in the past. Thus, Employer is additionally subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for

reduced penalties for remedying violations either prior to or after the Employer's receipt of this notice.

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

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Jason Rothman

Jason Rothman

cc:

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