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October 10, 2023

VIA ONLINE SUBMISSION

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

Subject: *Devon Spruill v. BHC Heritage Oaks Hospital, Inc., et al.*

Dear PAGA Administrator:

This office represents Devon Spruill in connection with his claims under the California Labor Code. Mr. Spruill was an employee of BHC HERITAGE OAKS HOSPITAL, INC.; BHC ALHAMBRA HOSPITAL, INC.; BHC FREMONT HOSPITAL, INC.; BHC SIERRA VISTA HOSPITAL, INC.; HERITAGE OAKS PATIENT ENRICHMENT CENTER, INC.; and/or UHS OF DELAWARE, INC. For the purpose of this letter, Mr. Spruill collectively refers to these entities as "BHC."

The employers may be contacted directly at the addresses below:

BHC HERITAGE OAKS HOSPITAL, INC.
367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

BHC ALHAMBRA HOSPITAL, INC.
4619 N. ROSEMEAD BLVD
ROSEMEAD, CA 91770

BHC ALHAMBRA HOSPITAL, INC.
367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

BHC FREMONT HOSPITAL, INC.
39001 SUNDALE DR.
FREMONT, CA 94538

BHC FREMONT HOSPITAL, INC.
367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

BHC SIERRA VISTA HOSPITAL, INC.
8001 BRUCEVILLE RD.
SACRAMENTO, CA 95823

BHC SIERRA VISTA HOSPITAL, INC.
367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

HERITAGE OAKS PATIENT ENRICHMENT
CENTER, INC.
4378 AUBURN BLVD
SACRAMENTO, CA 95841

HERITAGE OAKS PATIENT ENRICHMENT
CENTER, INC.
367 S. GULPH RD
KING OF PRUSSIA, PA 19406

UHS OF DELAWARE, INC.
367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

Mr. Spruill intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Spruill seeks relief on behalf of himself, the State of California, and other persons who are or were employed by BHC as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

BHC employed Mr. Spruill as an hourly paid, non-exempt employee from approximately October 2022 to March 2023. Mr. Spruill worked for BHC as a Mental Health Technician at its facility in Sacramento, California. During his employment, Mr. Spruill typically worked eight (8) hours or more per day, and five (5) days per week. At the time Mr. Spruill's employment with BHC ended, he earned \$20.00 per hour plus shift differentials. His job duties included, without limitation, attending to patients, providing assistance to patients in crisis intervention, taking patient vitals, and charting patient observations.

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

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

BHC HERITAGE OAKS HOSPITAL, INC.; BHC ALHAMBRA HOSPITAL, INC.; BHC FREMONT HOSPITAL, INC.; and BHC SIERRA VISTA HOSPITAL, INC. are Tennessee corporations. HERITAGE OAKS PATIENT ENRICHMENT CENTER, INC. is a California corporation, and UHS OF DELAWARE, INC. is a Delaware corporation. Together, they own and operate behavioral health care facilities with at least five (5) locations in California. Upon information and belief, BHC maintains a single, centralized Human Resources (HR) department at its corporate headquarters in King of Prussia, Pennsylvania, for all non-exempt, hourly paid employees working for BHC in California, including Mr. Spruill and other aggrieved employees. At all relevant times, BHC issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Spruill and other aggrieved employees, regardless of their location or position.

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

¹ These facts, theories, and claims are based on Mr. Spruill's experience and counsel's review of those records currently available relating to Mr. Spruill's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Spruill reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

BHC willfully failed to pay all overtime wages owed to Mr. Spruill and other aggrieved employees. During the relevant time period, Mr. Spruill and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, BHC had a company-wide policy and/or practice of improperly rounding employees’ clock-in and clock-out times in its timekeeping system to the nearest quarter (0.25) of an hour. BHC’s rounding policy resulted in the failure to compensate Mr. Spruill and other aggrieved employees fully for all hours worked, causing Mr. Spruill and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. BHC’s policy of rounding is unfair and has, over time, resulted in the underpayment of wages to Mr. Spruill and other aggrieved employees. To the extent BHC’s rounding policy has taken away time worked that was eligible for overtime, Mr. Spruill and other aggrieved employees were denied overtime pay for all hours worked.

Second, BHC had, and continues to have, company-wide policies and/or practices of understaffing and assigning heavy workloads, including providing continuous patient care and completing observations, or “rounds,” of patient behavior at 5, 10, or 15-minute intervals, which resulted in a lack of meal period coverage and prevented Mr. Spruill and other aggrieved employees from taking all uninterrupted meal periods to which they were entitled. As a result of this lack of meal period coverage, Mr. Spruill and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, BHC has a practice of failing to schedule meal periods, which further caused Mr. Spruill and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Spruill missed his meal period entirely at least twice to meet the demands of his workload due to BHC’s understaffing and lack of meal period coverage. For the same reasons, Mr. Spruill would have his meal periods interrupted approximately three (3) times per week, and/or shortened by 5-15 minutes to provide immediate assistance to patients or assist the Charge Nurse or other Mental Health Technicians with providing care to patients. Consequently, Mr. Spruill and other aggrieved employees were required to work through their meal periods and/or had their unpaid meal periods interrupted in order to complete their assigned duties, time for which they were not paid.

In addition, on information and belief, because BHC frowned upon employees accruing meal period penalties, BHC’s management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by BHC. For example, BHC’s management told Mr. Spruill to clock out for his meal period, but to continue working in order to complete his assigned duties and to take his meal period later in the shift. Thus, BHC did not record all hours worked during meal periods, and Mr. Spruill and other aggrieved employees performed work during meal periods for which they were not paid.

BHC knew or should have known that as a result of these company-wide practices and/or policies, Mr. Spruill and other aggrieved employees were performing their assigned duties off-the-clock and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Spruill and other aggrieved employees worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

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

For example, BHC paid Mr. Spruill and other aggrieved employees shift differential pay which were listed on Mr. Spruill's and other aggrieved employees' wage statements as "SHIFT 3," "SHIFT 4," and "SHIFT 6." During pay periods that Mr. Spruill and/or other aggrieved employees were paid overtime wages, BHC did not incorporate the shift differential pay into Mr. Spruill's and/or other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, BHC paid Mr. Spruill and/or other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. BHC's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Mr. Spruill and/or other aggrieved employees on a company-wide basis.

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

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is suffered or permitted to work for the employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act." Cal. Code Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

As stated above, BHC had a company-wide policy and/or practice of rounding Mr. Spruill's and other aggrieved employees' hourly clock-in and clock-out times in its timekeeping system to the nearest quarter hour, resulting in the failure to compensate them for all hours worked. Additionally, as set forth above, due to BHC's uniform practices of understaffing, assignment of heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, Mr. Spruill and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods. Moreover, as also stated, in order to prevent employees from accruing meal period penalties, BHC's management pressured employees to record compliant meal periods when meal periods were missed, short, and/or interrupted, and/or adjusted their time records to reflect compliant meal periods. Thus, BHC systematically failed to pay Mr. Spruill and other aggrieved

employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

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

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

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. The applicable IWC Wage Order further provides that employees in the health care industry who work shifts in excess of eight (8) hours in a workday may waive one of their two meal periods, if the waiver is signed by both the employee and employer. Cal. Code Regs. tit. 8, § 11050(11)(D).

Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be provided with the opportunity to eat his or her meal while performing the duties required and any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long. *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141 (2019).

First, during the relevant time period, as set forth above, BHC had, and continues to have, a company-wide policy and/or practice of understaffing locations, which, combined with the assignment of heavy workloads, including providing continuous patient care and completing observations or "rounds," and failure to schedule meal periods, has resulted in a lack of meal period coverage and prevented Mr. Spruill and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Mr. Spruill and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before

taking meal periods. For example, Mr. Spruill sometimes could not take his meal periods until more than five (5) hours into his shifts, due to the heavy workload and lack of coverage.

Also, as stated, because BHC frowned upon employees accruing meal period penalties, BHC's management pressured Mr. Spruill and other aggrieved employees to clock out for meal periods to reflect compliant meal periods and/or adjusted employee time records, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by BHC.

Second, BHC did not provide Mr. Spruill and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During his employment, at least once per month, Mr. Spruill worked shifts in excess of ten (10) or more hours per day but was not provided a second 30-minute meal period. BHC did not present Mr. Spruill and other aggrieved employees with the opportunity to voluntarily choose whether to waive their second 30-minute meal period on any given day. Mr. Spruill and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties. For example, the applicable IWC Wage Order provides that meal period waivers for healthcare industry employees must be signed by both the employee and employer in order to be valid, and BHC's blanket meal period waiver presented to Mr. Spruill during his onboarding on October 31, 2022, was only signed by Mr. Spruill. In fact, BHC did not sign the "Heritage Oaks Hospital Meal Period Waiver Agreement(s) (Healthcare Workers)" form until February 25, 2023, nearly four (4) months into Mr. Spruill's employment.

Third, BHC's use of its "On-Duty Meal Period Agreement" does not comply with IWC Wage Order No. 5-2001's requirements for on-duty meal periods. IWC Wage Order No. 5-2001 permits on-duty meal periods only when (a) the employees eat with the clients during their meals and are provided with the same meal the clients eat at no charge; or (b) the employee is the sole person in charge and, on the day shift, is provided a meal at no charge. Cal. Code Regs., tit. 8, § 11050(11)(E). Further, an on-duty meal period permitted by Wage Order No. 5-2001 does not absolve employers of the duty to provide timely, 30-minute meal periods. *L'Chaim*, 38 Cal. App. 5th at 147 ("an employee subject to subdivision 11(E) is still entitled to a 30-minute meal period even though that meal period may be on-duty instead of off-duty.").

However, BHC's use of an "on-duty" meal period policy is and was unlawful. Throughout his employment, Mr. Spruill did not eat with patients during meals and was not provided with the same meal the patients ate at no charge. Further, Mr. Spruill was not the sole person in charge, and if working a day shift, was not provided a meal at no charge. Rather, during his employment, Mr. Spruill ate in the employee breakroom or in his vehicle, separately from patients; always worked with one (1) charge nurse and usually 1-2 other mental health technicians; and ate meals that he brought from home. Therefore, BHC's use of an "on duty" meal period is improper and unlawful.

BHC knew or should have known that as a result of these policies, Mr. Spruill and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. BHC further knew or should have known that BHC did not pay Mr. Spruill and other aggrieved employees all meal period premiums when meal periods were late, missed, shortened, or interrupted. Further, to the extent that BHC's rounding policy reported that Mr. Spruill and other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Mr. Spruill and other aggrieved employees did not receive meal period penalties for these improperly rounded meal periods.

In addition, BHC engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Spruill and other aggrieved employees have not received premium pay for missed, interrupted, or late

meal periods. Alternatively, to the extent that BHC did pay Mr. Spruill and/or other aggrieved employees premium pay for missed, late, and interrupted meal periods, BHC did not pay Mr. Spruill and/or other aggrieved employees at the correct rate of pay for premiums because BHC systematically failed to include all forms of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

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

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, BHC regularly failed to authorize and permit Mr. Spruill and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, BHC's company-wide practices and/or policies of understaffing and assigning heavy workloads resulted in a lack of rest period coverage and prevented Mr. Spruill and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. BHC also failed to schedule rest periods, which, coupled with BHC's failure to provide adequate rest period coverage, further led to Mr. Spruill and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, BHC maintained and implemented a company-wide on-premises rest period policy, which effectively required that Mr. Spruill and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Spruill and other aggrieved employees were restricted from leaving the premises during rest periods, even when they were not in sole charge of residents, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, BHC effectively maintained control over Mr. Spruill and other aggrieved employees during rest periods.

As a result of BHC's practices and policies, Mr. Spruill and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout his employment, Mr. Spruill had to forego nearly all of his rest periods because he did not have sufficient rest period coverage. When Mr. Spruill was able to take his rest periods, they were frequently interrupted by supervisors or charge

nurses asking him to return to work to assist with a patient. BHC failed to authorize and permit Mr. Spruill and other aggrieved employees to take another rest period when their rest periods were interrupted to respond to the needs of patients.

BHC also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Spruill and other aggrieved employees have not received all premium pay for missed rest periods. Alternatively, to the extent that BHC did pay Mr. Spruill and/or other aggrieved employees one (1) additional hour of premium pay for missed rest periods, BHC did not pay Mr. Spruill and/or other aggrieved employees at the correct rate of pay for premiums because BHC failed to include all forms of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

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

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, BHC has knowingly and intentionally provided Mr. Spruill and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, BHC issued uniform wage statements to Mr. Spruill and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, BHC violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, on information and belief, BHC issued wage statements to Mr. Spruill and other aggrieved employees that failed to correctly list any applicable hourly rates in effect during the pay period, including overtime rates of pay, in violation of section 226(a)(9). In addition to being unlawful, this practice makes it extremely difficult for employees to determine whether they are being paid correctly or not.

Second, because BHC did not record the time Mr. Spruill and other aggrieved employees spent working off-the-clock, improperly rounded Mr. Spruill's and other aggrieved employees' total hours worked, and deducted time from their meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), BHC did not list the correct amount of gross wages and net wages earned by Mr. Spruill and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, BHC failed to accurately list the total number of hours worked by Mr.

Spruill and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Third, because BHC did not calculate Mr. Spruill and/or other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, BHC did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, BHC also failed to list the correct amount of net wages in violation of section 226(a)(5). BHC also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of section 226(a)(9).

Fourth, and separate from these violations, BHC issued uniform wage statements to Mr. Spruill and other aggrieved employees that fail to list the correct address of the legal entity of the actual employer in violation of Labor Code section 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, obtain unemployment benefits, etc. Mr. Spruill's and other aggrieved employees' wage statements incorrectly list the employer's address as "4250 Auburn Boulevard Sacramento, CA 95841" but, according to the California Secretary of State's website, the correct address is "367 S. Gulph Rd. King of Prussia, PA 19406." *See example paystub below.*

BHC Heritage Oaks Hospital, Inc. 4250 Auburn Boulevard Sacramento, CA 95841	Employee Name: SPRUILL, DEVON T. Department: [REDACTED] Employee Number: [REDACTED] Remaining Accruals: [REDACTED]	Check Date: 03/02/2023 Check Number: [REDACTED] Period Begin Date: 02/26/2023 Period End Date: 03/11/2023 Exemptions (FED/ST): [REDACTED] Gross Pay: [REDACTED] Net Pay: [REDACTED]
Total Hours Worked: 0.00		

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

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments" Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). At all relevant times, and in violation of Labor Code section 1174(d), BHC willfully failed to maintain accurate payroll records for Mr. Spruill and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked and improperly rounding Mr. Spruill's and other aggrieved employees' total hours worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, BHC engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Spruill and other aggrieved employees, in violation of section 1198. Also, in light of BHC’s failure to provide Mr. Spruill and other aggrieved employees with second 30-minute meal periods to which they were entitled, BHC kept no records of meal start and end times for second meal periods.

Because BHC failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Spruill and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Spruill and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Spruill and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, BHC failed to pay Mr. Spruill and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, within any time period specified by California Labor Code section 204.

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

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not

later than seventy-two (72) hours thereafter, unless the employee has given seventy two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

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

Violation of California Labor Code §§ 246 and 248.6 – Failure to Properly Calculate Paid Sick Leave and Provide Written Notice of Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4), employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

At all relevant times herein, California Labor Code section 248.6 provides covered employees with COVID-19 supplemental paid sick leave. Effective through December 31, 2022, Labor Code section 248.6(d) provides that COVID-19 supplemental paid sick leave shall be set forth separately from paid sick days and that an "employer shall provide an employee with written notice that sets forth the amount of COVID-19 supplemental paid sick leave that the employee has used through the pay period in which it was due to be paid on either the employee's itemized wage statement . . . or in a separate written statement provided on the designated pay date with the employee's payment of wages. The employer shall list zero hours used if a worker has not used any COVID-19 supplemental paid sick leave." Further, Labor Code section 248.6(b)(3)(A) provides that each hour of COVID-19 supplemental paid sick leave shall be compensated at a rate equal to the following: 1) "[c]alculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[c]alculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total nonovertime hours worked in the full pay periods occurring within the prior 90 days of employment; provided that, for nonexempt employees paid by piece rate, commission or other method that uses all hours to determine the regular rate of pay, total wages, not including overtime premium pay, shall be divided by all hours, to determine the correct amount of COVID-19 supplemental paid sick leave under this subdivision."

During the relevant time period, BHC did not pay Mr. Spruill and other aggrieved employees the correct sick leave rates of pay. As stated, in addition to an hourly wage, BHC paid Mr. Spruill and other aggrieved employees shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, BHC failed to incorporate all remunerations, including shift differential pay, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during

times when Mr. Spruill and other aggrieved employees took sick leave and received these other forms of pay, BHC failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, BHC paid Mr. Spruill and other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

Moreover, during the relevant time period, BHC failed, on a company-wide basis, to provide Mr. Spruill and other aggrieved employees with written notice on wage statements and/or other separate written statements that listed the amount of paid sick leave (or equivalent paid leave or paid time off) available to them and the amount of COVID-19 supplemental paid sick leave used by them.

BHC's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Mr. Spruill and other aggrieved employees on a company-wide basis in violation of California Labor Code sections 246(l) and/or 248.6(b)(3)(A). Moreover, BHC's systematic failure to provide written notice of sick leave benefits (including COVID-19 supplemental paid sick leave benefits) to Mr. Spruill and other aggrieved employees is in violation of Labor Code sections 246(i) and/or 248.6(d).

Mr. Spruill and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen the employer requires the use of tools or equipment or they are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage may provide and maintain hand tools and equipment customarily required by the particular trade or craft." IWC Wage Order No. 5-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

During the relevant time period, BHC, on a company-wide basis, required Mr. Spruill and other aggrieved employees to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Mr. Spruill spent approximately \$100 over the course of his employment on office supplies such as pens, because BHC failed to provide him with the necessary supplies which were required for him to complete his assigned duties. As another example, Mr. Spruill spent approximately \$10 on a badge retractor, because BHC only provided him with one (1) badge retractor, which broke when Mr. Spruill was assisting patients, and refused to provide him with a replacement. Although BHC required Mr. Spruill and other aggrieved employees to purchase supplies and equipment to carry out their work-related responsibilities, BHC failed to reimburse them for their out-of-pocket costs.

In addition, during the relevant time period, BHC required Mr. Spruill and other aggrieved employees to wear medical scrubs, including shirts and/or pants. However, due to the nature of healthcare work, Mr. Spruill's and other aggrieved employees' uniforms would become exposed to or contaminated by patient germs and bodily fluids such that they were unable to mix these clothes in with other laundry. As a result, they had to wash their uniform items separately from their other clothing items, thus incurring additional utility and laundry expenses for the upkeep of their uniforms. Thus, BHC

failed to maintain the uniforms it required Mr. Spruill and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

BHC could have provided Mr. Spruill and other aggrieved employees with supplies and/or equipment or access to laundering services, or BHC could have reimbursed employees for their supply and/or equipment expenses and laundering expenses or provided a uniform maintenance allowance. Instead, BHC passed these operating costs off onto Mr. Spruill and other aggrieved employees. At all relevant times, Mr. Spruill did not earn at least two (2) times the minimum wage.

Thus, BHC had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Spruill and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." BHC, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Spruill's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Spruill seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Spruill, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against BHC for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Spruill seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Mr. Spruill's reasonable attempt to settle her dispute with BHC prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform BHC of Mr. Spruill's aforementioned grievances and the proposed remedies as detailed below, while affording BHC a reasonable opportunity to satisfy Mr. Spruill's demands.

Demand is hereby made that BHC shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. BHC shall pay Mr. Spruill and all other aggrieved employees employed by BHC at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.

2. BHC shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. BHC shall conduct a survey or interview all current and former aggrieved employees in California who worked for BHC in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for supply and equipment expenses, uniform maintenance, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. BHC shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. BHC also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. BHC shall properly calculate aggrieved employees' rates of pay for overtime, meal and rest period premiums, and/or paid sick leave based on all remuneration paid, pursuant to Labor Code sections 226.7, 510, 246(l), and/or 248.6(b)(3)(A). Additionally, BHC shall provide aggrieved employees with written notice on wage statements and/or other separate written statements that list the amount of paid sick leave (or equivalent paid leave or paid time off) available to them and the amount of COVID-19 supplemental paid sick leave used by them, as required by Labor Code section 246(i) and 248.6(d).
6. BHC shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for BHC's benefit, including, but not limited to, supply and equipment expenses and uniform maintenance, as required by Labor Code section 2802.
7. BHC shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
8. BHC shall provide Mr. Spruill and all aggrieved employees employed by BHC at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
9. BHC shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
10. BHC shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 248.5, 256, 558, 1174.5, 1197.1, and 2699, and IWC Wage Order No. 5-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima

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

Best Regards,

A handwritten signature in dark ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: BHC HERITAGE OAKS HOSPITAL, INC. (via U.S. Certified Mail); BHC ALHAMBRA HOSPITAL, INC. (via U.S. Certified Mail); BHC FREMONT HOSPITAL, INC. (via U.S. Certified Mail); BHC SIERRA VISTA HOSPITAL, INC. (via U.S. Certified Mail); HERITAGE OAKS PATIENT ENRICHMENT CENTER, INC. (via U.S. Certified Mail); UHS OF DELAWARE, INC. (via U.S. Certified Mail)

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



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HOSPITAL, INC.
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HOSPITAL, INC.
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HOSPITAL, INC.
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ROSEMEAD, CA 91770

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HOSPITAL, INC.
4619 N. ROSEMEAD BLVD
ROSEMEAD, CA 91770

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1875 Century Park, East, 1000
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KING OF PRUSSIA, PA 19406

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Los Angeles, CA. 90067

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BHC FREMONT
HOSPITAL, INC.
39001 SUNDAL DR.
FREMONT, CA 94538

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HOSPITAL, INC.
39001 SUNDAL DR.
FREMONT, CA 94538

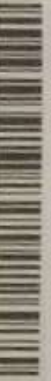
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HOSPITAL, INC.
39001 SUNDAL DR.
FREMONT, CA 94538

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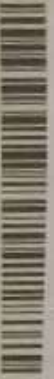
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KING OF PRUSSIA, PA 19406

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367 S. GULPH RD.
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BHC SIERRA VISTA
HOSPITAL, INC.
8001 BRUCEVILLE RD.
SACRAMENTO, CA 95823

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BHC SIERRA VISTA
HOSPITAL, INC.
8001 BRUCEVILLE RD.
SACRAMENTO, CA 95823

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PS Form 3800, April 2015 PSN 7530-02-000-9024

BHC SIERRA VISTA
HOSPITAL, INC.
8001 BRUCEVILLE RD.
SACRAMENTO, CA 95823

7022 2410 0000 2264 5621

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



7022 2410 0000 2264 5553

HERITAGE OAKS PATIENT
ENRICHMENT CENTER, INC.
367 S. GULPH RD
KING OF PRUSSIA, PA 19406

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

HERITAGE OAKS PATIENT
ENRICHMENT CENTER, INC.
367 S. GULPH RD
KING OF PRUSSIA, PA 19406

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

Received by (Printed Name)

☐ Agent
☐ Addressee
C. Date of Delivery

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

Service Type

- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

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

Restricted Delivery



9590 9402 7706 2122 1501 24

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5553

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

Domestic Return Receipt

7022 2410 0000 2264 5553

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

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

OFFICIAL USE

Certified Mail Fee

5.42

3.42

1. Signature & name (print last, and first or complete)

2. Return Receipt (optional)

3. Delivery Receipt (optional)

4. Payment

HERITAGE OAKS PATIENT
ENRICHMENT CENTER, INC.
367 S. GULPH RD
KING OF PRUSSIA, PA 19406

Postnet barcode

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

CERTIFIED MAIL



7022 2410 0000 2264 5560

HERITAGE OAKS PATIENT
ENRICHMENT CENTER, INC.
4378 AUBURN BLVD
SACRAMENTO, CA 95841

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

HERITAGE OAKS PATIENT
ENRICHMENT CENTER, INC.
4378 AUBURN BLVD
SACRAMENTO, CA 95841

COMPLETE THIS SECTION ON DELIVERY

A. Signature	☐ Agent
☒ Signature	☐ Addressee
B. Received by (Printed Name)	C. Date of Delivery

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

Service Type

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

Is delivery address different from item 1? ☐ Yes

7022 2410 0000 2264 5560

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

OFFICIAL USE

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

3726144

PS14C

HERITAGE OAKS PATIENT
ENRICHMENT CENTER, INC.
4378 AUBURN BLVD
SACRAMENTO, CA 95841

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

CERTIFIED MAIL
7022 2410 0000 2264 5645

UHS OF DELAWARE, INC.
367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

7022 2410 0000 2264 5645

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

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

OFFICIAL USE

Signature of Addressee or Agent: S. Pruss
Date: 3/1/06

Signature of Carrier: [Signature]
Date: 3/1/06

UHS OF DELAWARE, INC.
367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

PS Form 3811, July 2020 PSN 7530-02-000-9063

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

UHS OF DELAWARE, INC.
367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
☒ X
- B. Received by (Printed Name)
- C. Date of Delivery

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



9590 9402 7706 2122 1501 62

7022 2410 0000 2264 5645