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By _____, Deputy
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

DEVON SPRUILL, as an aggrieved
employee pursuant to the Private
Attorneys General Act ("PAGA"), on
behalf of the State of California and
other non-party Aggrieved
Employees,

Plaintiff,

vs.

BHC HERITAGE OAKS
HOSPITAL, INC., a Tennessee
corporation; BHC ALHAMBRA
HOSPITAL, INC., a Tennessee
corporation; BHC FREMONT
HOSPITAL, INC., a Tennessee
corporation; BHC SIERRA VISTA
HOSPITAL, INC., a Tennessee
corporation; HERITAGE OAKS
PATIENT ENRICHMENT CENTER,
INC., a California corporation; UHS
OF DELAWARE, INC., a Delaware
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.:

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Devon Spruill, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on October 10, 2023, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in
21 California, or otherwise intentionally avail themselves of the California market so as to render
22 the exercise of jurisdiction over them by the California courts consistent with traditional
23 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
24 in this action given that the State of California, as the real party in interest in this action, is not
25 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
26 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
27 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
28 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court, because Defendants BHC HERITAGE OAKS
3 HOSPITAL, INC.; BHC SIERRA VISTA HOSPITAL, INC.; and HERITAGE OAKS
4 PATIENT ENRICHMENT CENTER, INC. filed Statement of Information forms with the
5 California Secretary of State designating a California principal place of business in
6 Sacramento, County of Sacramento, in accordance with California Corporations Code section
7 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because Defendants
8 employ persons in this county, and employed Plaintiff in this county, and thus a substantial
9 portion of the transactions and occurrences related to this action occurred in this county.

10 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
11 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private
12 attorneys general their current or former employers for various civil penalties for violations of
13 various provisions in the California Labor Code.

14 **THE PARTIES**

15 6. Plaintiff Devon Spruill is a resident of Elk Grove, in Sacramento County,
16 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
17 approximately October 2022 to March 2023. Plaintiff worked as a Mental Health Technician
18 for Defendants at their facility located in Sacramento, California. During his employment,
19 Plaintiff typically worked eight (8) or more hours per day and five (5) days per week. At the
20 time Plaintiff’s employment with Defendants ended, he was compensated approximately
21 \$20.00 per hour plus shift differentials. Plaintiff’s primary job duties included, without
22 limitation, attending to patients, providing assistance to patients in crisis intervention, taking
23 patient vitals, and charting patient observations.

24 7. On information and belief, Defendants required some employees, including
25 Plaintiff, to execute an arbitration agreement at the time of their hire or during their
26 employment. On further information and belief, Defendants’ arbitration agreement was and is
27 both procedurally and substantively unconscionable. Specifically, Defendants presented
28 employees with an “Alternative Resolution for Conflicts Agreement” (“Arbitration

Agreement”) during the onboarding process, which had to be reviewed and acknowledged immediately. Specifically, the Arbitration Agreement was one of several documents presented to new employees for signature during the orientation process, including Information Security Agreement; Timekeeping System Privacy Acknowledgement and Consent; and Applicant Acknowledgment, among other documents. Also, employees did not have a meaningful opportunity to negotiate the terms of the Arbitration Agreement. Rather, it was provided to Defendants’ employees for them to sign on a take-it or leave-it basis, along with all of the other on-boarding documents.

8. BHC HERITAGE OAKS HOSPITAL, INC. was and is, upon information and belief, a Tennessee corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, and the State of California.

9. BHC ALHAMBRA HOSPITAL, INC. was and is, upon information and belief, a Tennessee corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, and the State of California.

10. BHC FREMONT HOSPITAL, INC. was and is, upon information and belief, a Tennessee corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, and the State of California.

11. BHC SIERRA VISTA HOSPITAL, INC. was and is, upon information and belief, a Tennessee corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, and the State of California.

12. HERITAGE OAKS PATIENT ENRICHMENT CENTER, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, and the State of California.

13. UHS OF DELAWARE, INC. was and is, upon information and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, and the State of California.

14. Plaintiff is unaware of the true names or capacities of the Defendants sued

1 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
2 amend the complaint and serve such fictitiously named Defendants once their names and
3 capacities become known.

4 15. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
5 were the partners, agents, owners, or managers of BHC HERITAGE OAKS HOSPITAL,
6 INC.; BHC ALHAMBRA HOSPITAL, INC.; BHC FREMONT HOSPITAL, INC.; BHC
7 SIERRA VISTA HOSPITAL, INC.; HERITAGE OAKS PATIENT ENRICHMENT
8 CENTER, INC.; and UHS OF DELAWARE, INC., at all relevant times.

9 16. Plaintiff is informed and believes, and thereon alleges, that each and all of the
10 acts and omissions alleged herein was performed by, or is attributable to, BHC HERITAGE
11 OAKS HOSPITAL, INC.; BHC ALHAMBRA HOSPITAL, INC.; BHC FREMONT
12 HOSPITAL, INC.; BHC SIERRA VISTA HOSPITAL, INC.; HERITAGE OAKS PATIENT
13 ENRICHMENT CENTER, INC.; UHS OF DELAWARE, INC. and/or DOES 1 through 10
14 (collectively, “Defendants” or “BHC”), each acting as the agent, employee, alter ego, and/or
15 joint venturer of, or working in concert with, each of the other co-Defendants and was acting
16 within the course and scope of such agency, employment, joint venture, or concerted activity
17 with legal authority to act on the others’ behalf. The acts of any and all Defendants were in
18 accordance with, and represent, the official policy of Defendants.

19 17. At all relevant times, Defendants, and each of them, ratified each and every act
20 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
21 and abetted the acts and omissions of each and all the other Defendants in proximately causing
22 the damages herein alleged.

23 18. Plaintiff is informed and believes, and thereon alleges, that each of said
24 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
25 omissions, occurrences, and transactions alleged herein.

26 19. Under California law, Defendants are jointly and severally liable as employers
27 for the violations alleged herein because they have each exercised sufficient control over the
28 wages, hours, working conditions, and employment status of Plaintiff and other non-party

1 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
2 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
3 of employment, determined their rate of pay, and maintained their employment records.
4 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
5 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
6 common-law employment relationship. As joint employers of Plaintiff and other non-party
7 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
8 available to Plaintiff and other non-party Aggrieved Employees under the law.

9 20. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
10 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
11 non-party Aggrieved Employees because Defendants have:

- 12 (a) jointly exercised meaningful control over the work performed by
13 Plaintiff and other non-party Aggrieved Employees;
- 14 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
15 Aggrieved Employees’ wages, hours, and working conditions, including
16 the quantity, quality standards, speed, scheduling, and operative details
17 of the tasks performed by Plaintiff and other non-party Aggrieved
18 Employees;
- 19 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
20 perform work which is an integral part of Defendants’ businesses; and
- 21 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
22 Employees as a matter of economic reality in that Plaintiff and other
23 non-party Aggrieved Employees were dependent on Defendants, who
24 shared the power to set the wages of Plaintiff and other non-party
25 Aggrieved Employees and determined their working conditions, and
26 who jointly reaped the benefits from the underpayment of their wages
27 and noncompliance with other statutory provisions governing their
28 employment.

1 21. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
2 there has existed a unity of interest and ownership between Defendants such that any
3 individuality and separateness between the entities has ceased.

4 22. BHC HERITAGE OAKS HOSPITAL, INC.; BHC ALHAMBRA HOSPITAL,
5 INC.; BHC FREMONT HOSPITAL, INC.; BHC SIERRA VISTA HOSPITAL, INC.;
6 HERITAGE OAKS PATIENT ENRICHMENT CENTER, INC.; UHS OF DELAWARE,
7 INC.; and/or DOES 1 through 10 are therefore alter egos of each other.

8 23. Adherence to the fiction of the separate existence of Defendants would permit
9 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
10 from liability for the wrongful acts committed by them under the name BHC.

11 24. Plaintiff further alleges, upon information and belief, that the Defendants BHC
12 HERITAGE OAKS HOSPITAL, INC.; BHC ALHAMBRA HOSPITAL, INC.; BHC
13 FREMONT HOSPITAL, INC.; BHC SIERRA VISTA HOSPITAL, INC.; HERITAGE OAKS
14 PATIENT ENRICHMENT CENTER, INC.; and UHS OF DELAWARE, INC. are alter egos
15 of each other for the following reasons:

16 (a) On the California Secretary of State’s website
17 (<https://bizfileonline.sos.ca.gov/>), BHC HERITAGE OAKS
18 HOSPITAL, INC.; BHC ALHAMBRA HOSPITAL, INC.; BHC
19 FREMONT HOSPITAL, INC.; BHC SIERRA VISTA HOSPITAL,
20 INC.; HERITAGE OAKS PATIENT ENRICHMENT CENTER, INC.;
21 and UHS OF DELAWARE, INC. have the same principal address
22 and/or mailing address, “367 S. GULPH RD. KING OF PRUSSIA, PA
23 194060”;

24 (b) According to their most recent “Statement of Information” forms filed
25 with the California Secretary of State, BHC HERITAGE OAKS
26 HOSPITAL, INC.; BHC ALHAMBRA HOSPITAL, INC.; BHC
27 FREMONT HOSPITAL, INC.; BHC SIERRA VISTA HOSPITAL,
28 INC.; HERITAGE OAKS PATIENT ENRICHMENT CENTER, INC.;

1 and UHS OF DELAWARE, INC. share the same officers and/or
2 directors, including, but not limited to:

- 3 i. Matt Peterson, who serves as Chief Executive Officer for
4 BHC HERITAGE OAKS HOSPITAL, INC.; BHC
5 ALHAMBRA HOSPITAL, INC.; BHC FREMONT
6 HOSPITAL, INC.; BHC SIERRA VISTA HOSPITAL, INC.;
7 and HERITAGE OAKS PATIENT ENRICHMENT
8 CENTER, INC.;
- 9 ii. Matthew Klein, who serves as Secretary for BHC
10 HERITAGE OAKS HOSPITAL, INC.; BHC ALHAMBRA
11 HOSPITAL, INC.; BHC FREMONT HOSPITAL, INC.;
12 BHC SIERRA VISTA HOSPITAL, INC.; and HERITAGE
13 OAKS PATIENT ENRICHMENT CENTER, INC.; and
- 14 iii. Steve Filton, who serves as Chief Financial Officer for BHC
15 HERITAGE OAKS HOSPITAL, INC.; BHC ALHAMBRA
16 HOSPITAL, INC.; BHC FREMONT HOSPITAL, INC.;
17 BHC SIERRA VISTA HOSPITAL, INC.; HERITAGE
18 OAKS PATIENT ENRICHMENT CENTER, INC.; and UHS
19 OF DELAWARE, INC.;

20 (c) According to the California Secretary of State's website, BHC
21 HERITAGE OAKS HOSPITAL, INC.; BHC ALHAMBRA
22 HOSPITAL, INC.; BHC FREMONT HOSPITAL, INC.; BHC SIERRA
23 VISTA HOSPITAL, INC.; HERITAGE OAKS PATIENT
24 ENRICHMENT CENTER, INC.; and UHS OF DELAWARE, INC.
25 share the same agent for service of process, CORPORATION SERVICE
26 COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS
27 CSC - LAWYERS INCORPORATING SERVICE; and

28 (d) On information and belief, BHC HERITAGE OAKS HOSPITAL, INC.;

1 BHC ALHAMBRA HOSPITAL, INC.; BHC FREMONT HOSPITAL,
2 INC.; BHC SIERRA VISTA HOSPITAL, INC.; HERITAGE OAKS
3 PATIENT ENRICHMENT CENTER, INC.; and UHS OF
4 DELAWARE, INC. utilize the same standardized employment forms
5 and issue the same employment policies.

6 **PAGA REPRESENTATIVE ALLEGATIONS**

7 25. Defendants own and operate behavioral health care facilities with at least five
8 (5) locations in California. Upon information and belief, Defendants maintain a single,
9 centralized Human Resources (HR) department at their corporate headquarters in King of
10 Prussia, Pennsylvania, for all non-exempt, hourly paid employees working for Defendants in
11 California, which is responsible for the recruiting and hiring of new employees, and
12 communicating and implementing Defendants' company-wide policies, including timekeeping
13 policies and meal and rest period policies, to employees throughout California.

14 26. In particular, Plaintiff and other non-party Aggrieved Employees, on
15 information and belief, received the same standardized documents and/or written policies.
16 Upon information and belief, the usage of standardized documents and/or written policies,
17 including new-hire documents, indicate that Defendants dictated policies at the corporate level
18 and implemented them company-wide, regardless of their employees' assigned locations or
19 positions. Upon information and belief, Defendants set forth uniform policies and procedures
20 in several documents provided at an employee's time of hire.

21 27. Upon information and belief, Defendants maintain a centralized Payroll
22 department at their corporate headquarters in King of Prussia, Pennsylvania, which processes
23 payroll for all non-exempt, hourly paid employees working for Defendants in California,
24 including Plaintiff and other non-party Aggrieved Employees. Based upon information and
25 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
26 employees in California, irrespective of their work locations. Upon information and belief,
27 Defendants process payroll for departing employees in the same manner throughout the State
28 of California, regardless of the manner in which each employee's employment ends.

1 28. Defendants continue to employ non-exempt or hourly paid employees in
2 California.

3 29. Plaintiff is informed and believes, and thereon alleges, that at all times herein
4 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
5 and advisors knowledgeable about California labor and wage law, employment and personnel
6 practices, and about the requirements of California law.

7 30. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
8 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
9 were not recorded.

10 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 receive certain wages for overtime compensation and that they were not receiving certain
13 wages for overtime compensation.

14 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and/or other non-party Aggrieved Employees were entitled
16 to be paid at a regular rate of pay, and corresponding rates of pay for overtime wages and/or
17 meal and rest period premiums, that included as eligible income all remuneration required by
18 law, including but not limited to, all income derived from shift differential pay, incentive pay,
19 nondiscretionary bonuses, and/or other forms of compensation, but failed to include all forms
20 of remuneration in calculating the regular rate of pay for Plaintiff and/or other non-party
21 Aggrieved Employees.

22 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
24 receive at least minimum wages for compensation and that they were not receiving at least
25 minimum wages for work that was required to be done off-the-clock. In violation of the
26 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
27 least minimum wages for work done off-the-clock.

28 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
3 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
4 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
5 other non-party Aggrieved Employees were not provided with all meal periods or payment of
6 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
7 uninterrupted, thirty (30) minute meal period.

8 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
11 payment of one (1) additional hour of pay at their regular rates of pay when they were not
12 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
13 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
14 provided with payment of one (1) additional hour of pay at their regular rates of pay when
15 they were not authorized and permitted to take a compliant rest period.

16 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
18 receive complete and accurate wage statements in accordance with California law. In
19 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
20 were not provided complete and accurate wage statements.

21 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that they had a duty to maintain accurate and complete payroll records in
23 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
24 and intentionally failed to do so.

25 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
27 timely payment of wages during their employment. In violation of the California Labor Code,
28 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,

1 including, but not limited to, overtime wages, minimum wages, meal and rest period
2 premiums, and/or sick leave pay, within permissible time periods.

3 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 timely payment of all wages earned upon termination of employment. In violation of the
6 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
7 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
8 meal and rest period premiums, and/or sick leave pay, within permissible time periods.

9 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
11 receive sick leave benefits to be paid at a regular rate of pay, that included, as eligible income,
12 all income derived from shift differential pay, incentive pay, nondiscretionary bonuses, and/or
13 other forms of compensation, and to receive itemized wage statements or separate written
14 statements showing the amount of paid sick leave. In violation of the California Labor Code,
15 Defendants failed to include all forms of remuneration in calculating the regular rate of pay
16 for sick leave pay and failed to provide Plaintiff and other non-party Aggrieved Employees
17 with written itemized wage statements showing this information.

18 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 receive reimbursement for all business-related expenses and costs they incurred during the
21 course and scope of their employment and that they did not receive reimbursement of
22 applicable business-related expenses and costs incurred.

23 42. Plaintiff is informed and believes, and thereon alleges, that at all times herein
24 mentioned, Defendants knew or should have known that they had a duty to compensate
25 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
26 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
27 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
28 that they were properly denied wages, all in order to increase Defendants' profits.

1 43. At all times herein set forth, PAGA provides that any provision of law under
2 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
3 assessed and collected by the LWDA for violations of the California Labor Code and
4 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
5 civil action brought on behalf of themselves and other current or former employees pursuant
6 to procedures outlined in California Labor Code section 2699.3.

7 44. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
8 person who was employed by the alleged violator and against whom one or more of the
9 alleged violations was committed.”

10 45. Plaintiff and other current and former employees of Defendants are “aggrieved
11 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
12 or former employees and one or more of the alleged violations were committed against them.

13 46. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
14 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
15 following requirements have been met:

- 16 (a) The aggrieved employee shall give written notice by online filing
17 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
18 to the employer of the specific provisions of the California Labor Code
19 alleged to have been violated, including the facts and theories to support
20 the alleged violations.
- 21 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
22 2699.3(a) and any employer response to that notice shall be
23 accompanied by a filing fee of seventy-five dollars (\$75).
- 24 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
25 employer and the aggrieved employee by certified mail that it does not
26 intend to investigate the alleged violation within sixty (60) calendar
27 days of the postmark date of the Employee’s Notice. Upon receipt of
28 the LWDA Notice, or if the LWDA Notice is not provided within sixty-

1 five (65) calendar days of the postmark date of the Employee's Notice,
2 the aggrieved employee may commence a civil action pursuant to
3 California Labor Code section 2699 to recover civil penalties in addition
4 to any other penalties to which the employee may be entitled.

5 47. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
6 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
7 provision other than those listed in Section 2699.5 after the following requirements have been
8 met:

- 9 (a) The aggrieved employee or representative shall give written notice by
10 online filing to the LWDA and by certified mail to the employer of the
11 specific provisions of the California Labor Code alleged to have been
12 violated (other than those listed in Section 2699.5), including the facts
13 and theories to support the alleged violation.
- 14 (b) An aggrieved employee's notice filed with the LWDA pursuant to
15 2699.3(c) and any employer response to that notice shall be
16 accompanied by a filing fee of seventy-five dollars (\$75).
- 17 (c) The employer may cure the alleged violation within thirty-three (33)
18 calendar days of the postmark date of the notice. The employer shall
19 give written notice by certified mail within that period of time to the
20 aggrieved employee or representative and the agency if the alleged
21 violation is cured, including a description of actions taken, and no civil
22 action pursuant to Section 2699 may commence. If the alleged violation
23 is not cured within the 33-day period, the employee may commence a
24 civil action pursuant to Section 2699.

25 48. On October 10, 2023, Plaintiff provided written notice by online filing to the
26 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
27 Code alleged to have been violated, including facts and theories to support the alleged
28 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written

1 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
2 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
3 Plaintiff PAGA Case Number LWDA-CM-986937-23. A true and correct copy of Plaintiff's
4 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

5 49. As of the filing date of this complaint, over 65 days have passed since Plaintiff
6 sent the written notice described above, and the LWDA has not responded that it intends to
7 investigate Plaintiff's claims, and Defendants have not cured the violations.

8 50. Thus, Plaintiff has satisfied the administrative prerequisites under California
9 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
10 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510,
11 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

12 51. Labor Code section 558(a) provides "[a]ny employer or other person acting on
13 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
14 provision regulating hours and days of work in any order of the Industrial Welfare
15 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
16 dollars (\$50) for each underpaid employee for each pay period for which the employee was
17 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
18 underpaid employee for each pay period for which the employee was underpaid" Labor
19 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
20 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest
21 as a private attorney general, seeks assessment and collection of civil penalties under Labor
22 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
23 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
24 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
25 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
26 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
27 applicable IWC Wage Order.

28 52. Defendants, at all times relevant to this complaint, were employers or persons

1 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
2 Employees' rights by violating various sections of the California Labor Code as set forth
3 above.

4 53. As set forth below, Defendants have violated numerous provisions of both the
5 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
6 Order.

7 54. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
8 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
9 private attorney general, seeks assessment and collection of civil penalties for himself, all
10 other non-party Aggrieved Employees, and the State of California against Defendants for
11 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510,
12 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

13 **FIRST CAUSE OF ACTION**

14 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

15 **(Against all Defendants)**

16 55. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 56. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
19 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
20 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,
21 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits
22 aggrieved employees, including Plaintiff, to recover civil penalties for violations of those
23 Labor Code sections not found in section 2699.5, including sections 246, 248.6, 516, and
24 1182.12.

25 57. Defendants' conduct, as alleged herein, violates numerous sections of the
26 California Labor Code, including, but not limited to, the following:

- 27 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
28 Wage Order for Defendants' failure to compensate Plaintiff and other

1 non-party Aggrieved Employees with all required overtime pay, as set
2 forth below;

3 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
4 applicable IWC Wage Order for Defendants' failure to include all forms
5 of remuneration in the regular rate of pay as required by law for
6 purposes of paying overtime wages and/or meal and rest period
7 premiums to Plaintiff and/or other non-party Aggrieved Employees, as
8 set forth below;

9 (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
10 the applicable IWC Wage Order for Defendants' failure to compensate
11 Plaintiff and other non-party Aggrieved Employees with at least
12 minimum wages for all hours worked, as set forth below;

13 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
14 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
15 and other non-party Aggrieved Employees with meal periods, as set
16 forth below;

17 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
18 applicable IWC Wage Order for Defendants' failure to authorize and
19 permit Plaintiff and other non-party Aggrieved Employees to take rest
20 periods, as set forth below;

21 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
22 IWC Wage Order for failure to provide accurate and complete wage
23 statements to Plaintiff and other non-party Aggrieved Employees, as set
24 forth below;

25 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
26 IWC Wage Order for failure to maintain payroll records, as set forth
27 below;

28 (h) Violation of Labor Code sections 204 for failure to pay all earned wages

during employment, as set forth below;

- (i) Violation of Labor Code section 201 and 202 for failure to pay all earned wages upon termination, as set forth below;
- (j) Violation of Labor Code sections 246 and 248.6 for failure to properly calculate the sick leave paid to Plaintiff and other non-party Aggrieved Employees and for failure to provide written notice of paid sick leave benefits, as set forth below; and
- (k) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff and other non-party Aggrieved Employees for all business expenses necessarily incurred, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

58. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

59. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

60. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved 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) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

61. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved 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.

62. California Labor Code section 510 codifies the right to overtime compensation at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

63. During the relevant time period, Defendants willfully failed to pay all overtime wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time period, Plaintiff and other non-party 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 worked were not recorded.

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

65. Second, Defendants had, and continue 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-

1 minute intervals, which resulted in a lack of meal period coverage and prevented Plaintiff and
2 other non-party Aggrieved Employees from taking all uninterrupted meal periods to which
3 they were entitled. As a result of this lack of meal period coverage, Plaintiff and other non-
4 party Aggrieved Employees were not always afforded uninterrupted 30-minute meal periods
5 during shifts when they were entitled to receive a meal period. Moreover, Defendants has a
6 practice of failing to schedule meal periods, which further caused Plaintiff and other non-party
7 Aggrieved Employees to not be relieved of their duties for compliant meal periods. For
8 example, Plaintiff worked through his entire meal period at least twice to meet the demands of
9 his workload due to Defendants' understaffing and lack of meal period coverage. For the
10 same reasons, Plaintiff would have his meal periods interrupted approximately three (3) times
11 per week, and/or shortened by 5-15 minutes to provide immediate assistance to patients or
12 assist the Charge Nurse or other Mental Health Technicians with providing care to patients.
13 Consequently, Plaintiff and other non-party Aggrieved Employees were required to work
14 through their meal periods and/or had their unpaid meal periods interrupted in order to
15 complete their assigned duties, time for which they were not paid.

16 66. In addition, on information and belief, because Defendants frowned upon
17 employees accruing meal period penalties, Defendants' management pressured employees to
18 clock out for meal periods and/or adjusted employee time records to reflect compliant meal
19 periods, regardless of whether they had received a compliant meal period or not, in order to
20 strictly limit meal penalties that would need to be paid by Defendants. For example,
21 Defendants' management told Plaintiff to clock out for his meal period, but to continue
22 working in order to complete his assigned duties and to take his meal period later in the shift.
23 Thus, Defendants did not record all hours worked during meal periods, and Plaintiff and other
24 non-party Aggrieved Employees performed work during meal periods for which they were not
25 paid.

26 67. Defendants knew or should have known that, as a result of these company-wide
27 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
28 their assigned duties off-the-clock before and after their shifts and during meal periods, and

1 were suffered or permitted to perform work for which they were not paid. Because Plaintiff
2 and other non-party Aggrieved Employees regularly worked shifts of eight (8) hours a day or
3 more, or forty (40) hours a week or more, some of this off-the-clock work qualified for
4 overtime premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were
5 not paid overtime wages for all of the overtime hours they actually worked.

6 68. Furthermore, Defendants did not pay Plaintiff and/or other non-party Aggrieved
7 Employees the correct overtime rate for the recorded overtime hours that they generated. In
8 addition to an hourly wage, Defendants paid Plaintiff and other non-party Aggrieved
9 Employees shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms
10 of remuneration. However, in violation of the California Labor Code, Defendants failed to
11 incorporate all compensation, including shift differential pay, incentive pay, nondiscretionary
12 bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for
13 purposes of calculating the overtime wage rate. Therefore, during times when Plaintiff and/or
14 other non-party Aggrieved Employees worked overtime and received these other forms of
15 pay, Defendants failed to pay all overtime wages by paying a lower overtime rate than
16 required.

17 69. For example, Defendants paid Plaintiff and other non-party Aggrieved
18 Employees shift differential pay which were listed on Plaintiff's and other non-party
19 Aggrieved Employees' wage statements as "SHIFT 3," "SHIFT 4," and "SHIFT 6." During
20 pay periods that Plaintiff and/or other non-party Aggrieved Employees were paid overtime
21 wages, Defendants did not incorporate the shift differential pay into Plaintiff's and/or other
22 non-party Aggrieved Employees' regular rate of pay and, as a result, paid them at incorrect
23 and lower rates of pay for overtime hours worked. Specifically, Defendants paid Plaintiff
24 and/or other non-party Aggrieved Employees 1.5 times their hourly rate of pay instead of 1.5
25 times their regular rate of pay. Defendants' failure to properly calculate the overtime rates of
26 pay based on all remuneration paid has resulted in an underpayment of overtime wages to
27 Plaintiff and/or other non-party Aggrieved Employees on a company-wide basis.

28 70. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees

1 the balance of overtime compensation as required by California law, violates the provisions of
2 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
3 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
4 558 and/or 2699(a), (f), and (g).

5 **FAILURE TO PAY MINIMUM WAGES**

6 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

7 71. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
8 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
9 to be paid to employees, and the payment of a wage less than the minimum so fixed is
10 unlawful. Compensable work time is defined IWC Wage Order No. 5-2001 as “the time
11 during which an employee is suffered or permitted to work for the employer, whether or not
12 required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards
13 Act.” Cal. Code Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

14 72. As stated, Defendants had a company-wide policy and/or practice of rounding
15 Plaintiff’s and other non-party Aggrieved Employees’ hourly clock-in and clock-out times in
16 their timekeeping system to the nearest quarter hour, resulting in the failure to compensate
17 them for all hours worked. Additionally, as set forth above, due to Defendants’ uniform
18 practices of understaffing, assignment of heavy workloads, failure to schedule meal periods,
19 and subsequent lack of meal period coverage, Plaintiff and other non-party Aggrieved
20 Employees were forced to forego meal periods, have their meal periods interrupted, and/or
21 were otherwise not relieved of all duties during meal periods. Moreover, as also stated, in
22 order to prevent employees from accruing meal period penalties, Defendants’ management
23 pressured employees to record compliant meal periods when meal periods were missed, short,
24 and/or interrupted, and/or adjusted their time records to reflect compliant meal periods. Thus,
25 Defendants systematically failed to pay Plaintiff and other non-party Aggrieved Employees
26 for actual hours worked during unpaid meal periods because these hours were not always
27 correctly recorded.

28 73. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff

1 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
2 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
3 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
4 1194, 1197, and 1198.

5 74. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
6 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
7 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
8 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

9 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
10 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

11 75. At all relevant times herein set forth, the applicable IWC Wage Order and
12 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
13 non-party Aggrieved Employees' employment by Defendants.

14 76. At all relevant times herein set forth, California Labor Code section 512(a)
15 provides that an employer may not require, cause, or permit an employee to work for a period
16 of more than five (5) hours per day without providing the employee with a meal period of not
17 less than thirty (30) minutes, except that if the total work period per day of the employee is
18 not more than six (6) hours, the meal period may be waived by mutual consent of both the
19 employer and the employee. Under California law, first meal periods must start after no more
20 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

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

1 both the employee and employer. Cal. Code Regs. tit. 8, § 11050(11)(D).

2 78. Under California law, an employer cannot evade meal period requirements via
3 the use of “on-duty” meal agreements because it understaffs its locations. *Abdullah v. U.S.*
4 *Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be
5 provided with the opportunity to eat his or her meal while performing the duties required and
6 any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long.
7 *L’Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141
8 (2019).

9 79. First, during the relevant time period, as set forth above, Defendants had, and
10 continue to have, a company-wide policy and/or practice of understaffing locations, which,
11 combined with the assignment of heavy workloads, including providing continuous patient
12 care and completing observations or “rounds,” and failure to schedule meal periods, has
13 resulted in a lack of meal period coverage and prevented Plaintiff and other non-party
14 Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were
15 entitled. As a result, Plaintiff and other non-party Aggrieved Employees had to work through
16 all or part of their meal periods, had their meal periods interrupted, and/or had to wait
17 extended periods of time before taking meal periods. For example, Plaintiff sometimes could
18 not take his meal periods until more than five (5) hours into his shifts, due to the heavy
19 workload and lack of coverage.

20 80. Also, as stated, because Defendants frowned upon employees accruing meal
21 period penalties, Defendants’ management pressured Plaintiff and other non-party Aggrieved
22 Employees to clock out for meal periods and/or adjusted employee time records to reflect
23 compliant meal periods, regardless of whether they had received a compliant meal period or
24 not, in order to strictly limit meal penalties that would need to be paid by Defendants.

25 81. Second, Defendants did not provide Plaintiff and other non-party Aggrieved
26 Employees with second 30-minute meal periods on days that they worked in excess of ten (10)
27 hours in one day. During his employment, at least once per month, Plaintiff worked shifts in
28 excess of ten (10) or more hours per day but was not provided a second 30-minute meal

1 period. Defendants did not present Plaintiff and other non-party Aggrieved Employees with
2 the opportunity to voluntarily choose whether to waive their second 30-minute meal period on
3 any given day. Plaintiff and other non-party Aggrieved Employees did not sign valid meal
4 period waivers on days that they were entitled to meal periods and were not relieved of all
5 duties. For example, the applicable IWC Wage Order provides that meal period waivers for
6 healthcare industry employees must be signed by both the employee and employer in order to
7 be valid, and Defendants' blanket meal period waiver presented to Plaintiff during his
8 onboarding on October 31, 2022, was only signed by Plaintiff. In fact, Defendants did not
9 sign the "Heritage Oaks Hospital Meal Period Waiver Agreement(s) (Healthcare Workers)"
10 form until February 25, 2023, nearly four (4) months into Plaintiff's employment.

11 82. Third, Defendants' use of their "On-Duty Meal Period Agreement" does not
12 comply with IWC Wage Order No. 5-2001's requirements for on-duty meal periods. IWC
13 Wage Order No. 5-2001 permits on-duty meal periods only when (a) the employees eat with
14 the clients during their meals and are provided with the same meal the clients eat at no charge;
15 or (b) the employee is the sole person in charge and, on the day shift, is provided a meal at no
16 charge. Cal. Code Regs., tit. 8, § 11050(11)(E). Further, an on-duty meal period permitted by
17 IWC Wage Order No. 5-2001 does not absolve employers of the duty to provide timely, 30-
18 minute meal periods. *L'Chaim*, 38 Cal. App. 5th at 147 ("an employee subject to subdivision
19 11(E) is still entitled to a 30-minute meal period even though that meal period may be on-duty
20 instead of off-duty.").

21 83. However, Defendants' use of an "on-duty" meal period policy is and was
22 unlawful. Throughout his employment, Plaintiff did not eat with patients during meals and
23 was not provided with the same meal the patients ate at no charge. Further, Plaintiff was not
24 the sole person in charge, and if working a day shift, was not provided a meal at no charge.
25 Rather, during his employment, Plaintiff ate in the employee breakroom or in his vehicle,
26 separately from patients; always worked with one (1) Charge Nurse and usually 1-2 other
27 Mental Health Technicians; and ate meals that he brought from home. Therefore, Defendants'
28 use of an "on duty" meal period is improper and unlawful.

1 84. Defendants knew or should have known that as a result of their policies,
2 Plaintiff and other non-party Aggrieved Employees were not actually relieved of all duties to
3 take timely, uninterrupted meal periods. Defendants further knew or should have known that
4 they did not pay Plaintiff and other non-party Aggrieved Employees meal period premiums
5 when meal periods were missed, late, short, and/or interrupted. Further, to the extent that
6 Defendants' rounding policy reported that Plaintiff and other non-party Aggrieved Employees
7 were provided with timely, full 30-minute meal periods when, in fact, the meal periods were
8 taken after the fifth hour of work or were less than 30 minutes, Plaintiff and other non-party
9 Aggrieved Employees did not receive meal period penalties for these improperly rounded
10 meal periods.

11 85. In addition, Defendants engaged in a company-wide practice and/or policy of
12 not paying all meal period premiums owed when compliant meal periods are not provided.
13 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
14 have not received premium pay for missed, late, and interrupted meal periods. Alternatively,
15 to the extent that Defendants did pay Plaintiff and/or other non-party Aggrieved Employees
16 for missed, late, and interrupted meal periods, Defendants did not pay Plaintiff and/or other
17 non-party Aggrieved Employees at the correct rate of pay for premiums because Defendants
18 systematically failed to include all forms of compensation, such as shift differential pay,
19 incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular
20 rate of pay.

21 86. Defendants' conduct violates the applicable IWC Wage Order, and California
22 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
23 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
24 558 and/or 2699(a), (f), and (g).

25 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

26 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

27 87. At all relevant times herein set forth, the applicable IWC Wage Order and
28 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other

1 non-party Aggrieved Employees' employment by Defendants.

2 88. At all relevant times, the applicable IWC Wage Order provides that "[e]very
3 employer shall authorize and permit all employees to take rest periods, which insofar as
4 practicable shall be in the middle of each work period" and that the "rest period time shall be
5 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
6 hours or major fraction thereof" unless the total daily work time is less than three and one-half
7 (3 ½) hours.

8 89. At all relevant times, California Labor Code section 226.7 provides that no
9 employer shall require an employee to work during any rest period mandated by an applicable
10 order of the California IWC. To comply with its obligation to authorize and permit rest
11 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
12 employer must "relinquish any control over how employees spend their break time, and
13 relieve their employees of all duties—including the obligation that an employee remain on
14 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
15 *Inc.*, 2 Cal. 5th 257, 273 (2016).

16 90. Pursuant to the applicable IWC Wage Order and California Labor Code section
17 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
18 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
19 required rest period was not authorized and permitted.

20 91. During the relevant time period, Defendants regularly failed to authorize and
21 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
22 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
23 Defendants' company-wide practices, including understaffing and assigning heavy workloads,
24 prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all duty
25 to take rest periods. Defendants also failed to schedule rest periods, which, coupled with
26 Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and other
27 non-party Aggrieved Employees not being authorized and permitted to take rest periods.

28 92. Moreover, upon information and belief, Defendants maintained and

1 implemented a company-wide on-premises rest period policy, which effectively required that
2 Plaintiff and other non-party Aggrieved Employees remain on Defendants' premises during
3 their rest periods. Because Plaintiff and other non-party Aggrieved Employees were restricted
4 from leaving the premises during rest periods, even when they were not in sole charge of
5 residents, they were denied the ability to use their rest periods freely for their own purposes,
6 such as running personal errands. Thus, Defendants effectively maintained control over
7 Plaintiff and other non-party Aggrieved Employees during rest periods.

8 93. As a result of Defendants' practices and policies, Plaintiff and other non-party
9 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
10 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
11 were entitled. For example, throughout his employment, Plaintiff had to forego nearly all of
12 his rest periods because he did not have sufficient rest period coverage. When Plaintiff was
13 able to take his rest periods, they were frequently interrupted by supervisors or charge nurses
14 asking him to return to work to assist with a patient. Defendants failed to authorize and
15 permit Plaintiff and other non-party Aggrieved Employees to take another rest period when
16 their rest periods were interrupted to respond to the needs of patients.

17 94. Defendants also have engaged in a company-wide practice and/or policy of not
18 paying rest period premiums owed when compliant rest periods are not authorized and
19 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
20 Employees have not received premium pay for all missed rest periods. Alternatively, to the
21 extent that Defendants did pay Plaintiff and/or other non-party Aggrieved Employees one (1)
22 additional hour of premium pay for missed rest periods, Defendants did not pay Plaintiff
23 and/or other non-party Aggrieved Employees at the correct rate of pay for premiums because
24 Defendants failed to include all forms of compensation, such as shift differential pay,
25 incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular
26 rate of pay.

27 95. Defendants' conduct violates the applicable IWC Wage Order and California
28 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved

1 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
2 558 and/or 2699(a), (f), and (g).

3 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**

4 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

5 96. At all relevant times herein, California Labor Code section 226(a) provides that
6 every employer shall furnish each of his or her employees an accurate and complete itemized
7 wage statement in writing, including, but not limited to, the name and address of the legal
8 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
9 applicable rates of pay.

10 97. During the relevant time period, Defendants have knowingly and intentionally
11 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
12 inaccurate wage statements. For example, Defendants issued uniform wage statements to
13 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
14 earned; total hours worked; net wages earned; the address of the legal entity that is the
15 employer; and all applicable hourly rates in effect during the pay period, including rates of
16 pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the
17 corresponding number of hours worked at each hourly rate. Specifically, Defendants violated
18 sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

19 98. First, on information and belief, Defendants issued wage statements to Plaintiff
20 and other non-party Aggrieved Employees that failed to correctly list any applicable hourly
21 rates in effect during the pay period, including overtime rates of pay, in violation of section
22 226(a)(9). In addition to being unlawful, this practice makes it extremely difficult for
23 employees to determine whether they are being paid correctly or not.

24 99. Second, because Defendants did not record the time Plaintiff and other non-
25 party Aggrieved Employees spent working off-the-clock, improperly rounded Plaintiff's and
26 other non-party Aggrieved Employees' total hours worked, and deducted time from their meal
27 periods that were missed and/or interrupted (and therefore time for which they should have
28 been paid), Defendants did not list the correct amount of gross wages and net wages earned by

1 Plaintiff and other non-party Aggrieved Employees in compliance with section 226(a)(1) and
2 section 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the
3 total number of hours worked by Plaintiff and other non-party Aggrieved Employees, in
4 violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect
5 during the pay period and the corresponding accurate number of hours worked at each hourly
6 rate, in violation of section 226(a)(9).

7 100. Third, because Defendants did not calculate Plaintiff's and/or other non-party
8 Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime wages,
9 meal and rest period premiums, and/or paid sick leave, Defendants did not list the correct
10 amount of gross wages in compliance with section 226(a)(1) and did not list the correct
11 amount of net wages in violation of section 226(a)(5). Defendants also failed to correctly list
12 all applicable hourly rates in effect during the pay period, namely, correct rates of pay for
13 overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of section
14 226(a)(9).

15 101. Fourth, and separate from these violations, Defendants issued uniform wage
16 statements to Plaintiff and other non-party Aggrieved Employees that fail to list the correct
17 address of the legal entity of the actual employer in violation of Labor Code section 226(a)(8).
18 The purpose of section 226(a)(8) is to provide California employees with transparency as to
19 the true identity of their employer, to allow the employee to contact their employer during
20 employment or in the future for various reasons, including filing an administrative claim,
21 judicial claim, or other action to seek relief against their employer, obtain unemployment
22 benefits, etc. Plaintiff's and other non-party Aggrieved Employees' wage statements
23 incorrectly list the employer's address as "4250 Auburn Boulevard Sacramento, CA 95841"
24 but, according to the California Secretary of State's website, the correct address is "367 S.
25 Gulph Rd. King of Prussia, PA 19406."

26 102. The wage statement deficiencies also include, among other things, failing to list
27 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
28 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period

1 for which aggrieved employees were paid; failing to list the name of the employee and only
2 the last four digits of his or her social security number or an employee identification number
3 other than a social security number; failing to list the name of the legal entity that is the
4 employer; and/or failing to state all hours worked as a result of not recording or stating the
5 hours worked off-the-clock.

6 103. California Labor Code section 1174(d) provides that “[e]very person employing
7 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
8 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
9 plants or establishments at which employees are employed, payroll records showing the hours
10 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
11 applicable piece rate paid to, employees employed at the respective plants or
12 establishments” Labor Code section 1174.5 provides that employers are subject to a
13 \$500 civil penalty if they fail to maintain accurate and complete records as required by section
14 1174(d). At all relevant times, and in violation of Labor Code section 1174(d), Defendants
15 willfully failed to maintain accurate payroll records for Plaintiff and other non-party
16 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
17 result of failing to record the off-the-clock hours that they worked and improperly rounding
18 Plaintiff’s and other non-party Aggrieved Employees’ total hours worked.

19 104. California Labor Code section 1198 provides that the maximum hours of work
20 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
21 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
22 employment of any employees for longer hours than those fixed by the order or under
23 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
24 Wage Order, employers are required to keep accurate time records showing when the
25 employee begins and ends each work period and meal period. During the relevant time
26 period, Defendants engaged in company-wide practices and/or policies of failing to record
27 actual hours worked (including falsifying time records by recording that compliant meal
28 periods were taken regardless if or when meal periods were actually taken), and thereby failed

1 to keep accurate records of work period and meal period start and end times for Plaintiff and
2 other non-party Aggrieved Employees, in violation of section 1198. Also, in light of
3 Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with
4 second 30-minute meal periods to which they were entitled, Defendants kept no records of
5 meal start and end times for second meal periods.

6 105. Defendants' conduct violates California Labor Code 226(a), 1174(d), and 1198.
7 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
8 penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

9 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

10 **VIOLATION OF LABOR CODE SECTION 204**

11 106. At all relevant times herein set forth, California Labor Code section 204
12 requires that all wages earned by any person in any employment between the 1st and the 15th
13 days, inclusive, of any calendar month, other than those wages due upon termination of an
14 employee, are due and payable between the 16th and the 26th day of the month during which
15 the labor was performed. Labor Code section 204 further provides that all wages earned by
16 any person in any employment between the 16th and the last day, inclusive, of any calendar
17 month, other than those wages due upon termination of an employee, are due and payable
18 between the 1st and the 10th day of the following month.

19 107. At all relevant times herein, California Labor Code section 204 also requires
20 that all wages earned for labor in excess of the normal work period shall be paid no later than
21 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
22 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
23 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
24 more than seven (7) calendar days following the close of the payroll period.

25 108. During the relevant time period, Defendants willfully failed to pay Plaintiff and
26 other non-party Aggrieved Employees all wages due to them within any time period specified
27 by California Labor Code section 204 including, but not limited to, overtime wages, minimum
28 wages, meal and rest period premiums, and/or sick leave pay.

109. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

FAILURE TO PAY WAGES UPON TERMINATION

VIOLATION OF LABOR CODE SECTIONS 201 AND 202

110. At all times relevant herein set forth, 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.

111. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved Employees who are no longer employed by Defendants the earned and unpaid wages set forth above, 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 Defendants' employ.

112. Defendants' failure to pay Plaintiff and those other non-party Aggrieved Employees who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and (g).

FAILURE TO PROPERLY CALCULATE SICK LEAVE RATES OF PAY AND

PROVIDE WRITTEN NOTICE OF PAID SICK LEAVE

VIOLATION OF LABOR CODE SECTION 246 AND 248.6

113. 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

1 hour for every 30 hours worked. California Labor Code section 246(i) provides that an
2 employer must provide an employee with written notice that sets forth the amount of paid sick
3 leave available, or paid time off that an employer provides in lieu of sick leave, for use on
4 either the employee's itemized wage statement or in a separate written statement provided on
5 the designated pay date with the employee's wages. Further, Labor Code section 246(l)
6 provides that an employer shall calculate paid sick leave by using one of two calculations: 1)
7 "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the
8 regular rate of pay for the workweek in which the employee uses paid sick time, whether or
9 not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for
10 nonexempt employees shall be calculated by dividing the employee's total wages, not
11 including overtime premium pay, by the employee's total hours worked in the full pay periods
12 of the prior 90 days of employment."

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

1 employees paid by piece rate, commission or other method that uses all hours to determine the
2 regular rate of pay, total wages, not including overtime premium pay, shall be divided by all
3 hours, to determine the correct amount of COVID-19 supplemental paid sick leave under this
4 subdivision.”

5 115. During the relevant time period, Defendants did not pay Plaintiff and other non-
6 party Aggrieved Employees the correct sick leave rates of pay. In addition to an hourly wage,
7 Defendants paid Plaintiff and other non-party Aggrieved Employees shift differential pay,
8 incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in
9 violation of the California Labor Code, Defendants failed to incorporate all remunerations,
10 including shift differential pay, incentive pay, and/or nondiscretionary bonuses into the
11 calculation of the regular rate of pay for purposes of calculating the sick leave rate. Therefore,
12 during times when Plaintiff and other non-party Aggrieved Employees took sick leave and
13 received these other forms of pay, Defendants failed to pay all sick leave benefits by paying a
14 lower sick leave rate than required. Specifically, Defendants paid Plaintiff and other non-
15 party Aggrieved Employees sick leave based on their hourly rate of pay instead of their
16 regular rate of pay.

17 116. Moreover, during the relevant time period, Defendants failed, on a company-
18 wide basis, to provide Plaintiff and other non-party Aggrieved Employees with written notice
19 on wage statements and/or other separate written statements that listed the amount of paid sick
20 leave (or equivalent paid leave or paid time off) available to them and the amount of COVID-
21 19 supplemental paid sick leave used by them.

22 117. Defendants’ failure to properly calculate the sick leave rates of pay based on all
23 remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and other
24 non-party Aggrieved Employees on a company-wide basis in violation of California Labor
25 Code sections 246(l) and 248.6(b)(3)(A). Moreover, Defendants’ systematic failure to
26 provide written notice of sick leave benefits (including COVID-19 supplemental paid sick
27 leave benefits) to Plaintiff and other non-party Aggrieved Employees is in violation of Labor
28 Code sections 246(i) and/or 248.6(d).

118. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

VIOLATION OF LABOR CODE SECTION 2802

119. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees 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). IWC Wage Order No. 5-2001 provides that: "[w]hen tools or equipment are required by the employer or 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 provided herein may be required to provide and maintain hand tools and equipment customarily required by the 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."

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

1 of-pocket costs.

2 121. In addition, during the relevant time period, Defendants required Plaintiff and
3 other non-party Aggrieved Employees to wear medical scrubs, including shirts and/or pants.
4 However, due to the nature of healthcare work, Plaintiff's and other non-party Aggrieved
5 Employees' uniforms would become exposed to or contaminated by patient' germs and bodily
6 fluids that they were unable to mix these clothes in with other laundry. As a result, they had
7 to wash their uniform items separately from their other clothing items, thus incurring
8 additional utility and laundry expenses for the upkeep of their uniforms. Thus, Defendants
9 failed to maintain the uniforms it required Plaintiff and other non-party Aggrieved Employees
10 to wear during their shifts and forced them to incur the cost of maintaining employee
11 uniforms.

12 122. Defendants could have provided Plaintiff and other non-party Aggrieved
13 Employees with supplies and/or equipment or access to laundering services or, Defendants
14 could have reimbursed employees for their supply and/or equipment expenses and laundering
15 expenses or provided a uniform maintenance allowance. Instead, Defendants passed these
16 operating costs off onto Plaintiff and other non-party Aggrieved Employees. At all relevant
17 times, Plaintiff did not earn at least two (2) times the minimum wage.

18 123. Defendants' company-wide policy and/or practice of not reimbursing
19 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
20 and other non-party Aggrieved Employees violates California Labor Code section 2802.
21 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
22 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

23 **REQUEST FOR JURY TRIAL**

24 Plaintiff requests a trial by jury.

25 **PRAYER FOR RELIEF**

26 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
27 judgment against Defendants, jointly and severally, as follows:

28 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars

1 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different
2 amount.

3 **As to the First Cause of Action**

4 2. That the Court declare, adjudge and decree that Defendants violated the
5 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
6 Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198
7 (by failing to include all forms of remuneration in the regular rate of pay for purposes of
8 paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, and
9 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
10 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
11 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
12 statements and maintain accurate payroll records); 204 (by failing to timely pay all earned
13 wages during employment); 201 and 202 (by failing to timely pay all earned wages upon
14 termination); 246 and 248.6 (by failing to properly calculate sick leave pay and provide
15 written notice of paid sick leave); and 2802 (by failing to reimburse business expenses);

16 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3,
17 248.5, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections
18 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
19 1198, and 2802;

20 4. For attorneys' fees and costs pursuant to California Labor Code section
21 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
22 Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 1174(d),
23 1182.12, 1194, 1197, 1198, and 2802;

24 5. For pre-judgment and post-judgment interest as provided by law; and

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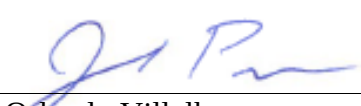
28 //

1 6. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: December 15, 2023

Respectfully submitted,

5 Capstone Law APC

6
7 By: 

8 Orlando Villalba

Helga Hakimi

9 Joseph D. Parsons

10 Attorneys for Plaintiff Devon Spruill
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EXHIBIT “1”



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ALEXANDER LIMA
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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)

CERTIFIED MAIL

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



7022 2410 0000 2264 5584

BHC HERITAGE OAKS
HOSPITAL, 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.

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature	☐ Agent
☒ X	☐ 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 | ☐ Priority Mail Express® |
| ☐ Certified Mail® | ☐ Registered Mail™ |
| ☐ Certified Mail Restricted Delivery | ☐ Registered Mail Restricted Delivery |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery | |

7022 2410 0000 2264 5584

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Certified Mail Fee

Extra Services & Fees (attach fee and fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$

SPR v14c v.

13 14c

Postmark
Here

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

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

CERTIFIED MAIL



7022 2410 0000 2264 5577

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

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.
- Attach this card to the front of the envelope.

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature	☐ Agent ☐ 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	☐ Priority Mail Express®
☐ Certified Mail®	☐ Registered Mail™
☐ Certified Mail Restricted Delivery	☐ Registered Mail Restricted Delivery
☐ Collect on Delivery	☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Insured Mail	
☐ Insured Mail Restricted Delivery	

7022 2410 0000 2264 5577

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Official Mail Form

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

Signature of Addressee

Signature of Agent

Signature of Postmaster

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

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



7022 2410 0000 2264 5591

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OFFICIAL USE

SPRUV

3111

Postmark

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

7022 2410 0000 2264 5591

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.

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent ☐ Addressee
- X
- 3. Received by (Printed Name) C. Date of Delivery

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

- Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

9590 9402 7706 2122 1501 79

7022 2410 0000 2264 5591

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

7022 2410 0000 2264 5607

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

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.

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

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

9590 9402 7706 2122 1501 93
7022 2410 0000 2264 5607

Restricted Delivery

7022 2410 0000 2264 5607

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

CERTIFIED MAIL



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DATE: (Month/Day/Year)
TIME: (Hour/Minute)
PLACE: (City/State/Zip)

Signature
34C

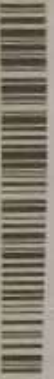
BHC FREMONT
HOSPITAL, INC.
367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

7022 2410 0000 2264 5614

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.

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



9590 9402 7706 2122 1502 09

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5614

PS Form 3811, July 2020 PSN 7530-02-000-9003

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent ☐ Addressee
- B. Received by (Printed Name) ☒ X
- 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
- ☐ Registered Delivery
- ☐ Priority Mail Express
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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



7022 2410 0000 2264 5621

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

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.

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

Received by (Printed Name)

C. Date of Delivery
☐ Agent
☐ Addressee

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

Service Type

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



9590 9402 7706 2122 1501 31

7022 2410 0000 2264 5621

(over \$500)

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9033

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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

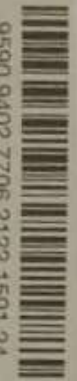
COMPLETE THIS SECTION ON DELIVERY

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



9590 9402 7706 2122 1501 24

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5553

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5.42

3.42

1. Signature & Name (Print name, and use as appropriate)
☐ Return Receipt (hardcopy) \$ ☐ Return Receipt (electronic) \$

Postmark

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

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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.

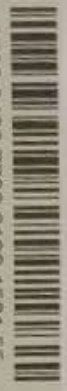
HERITAGE OAKS PATIENT
ENRICHMENT CENTER, INC.
4378 AUBURN BLVD
SACRAMENTO, CA 95841

COMPLETE THIS SECTION ON DELIVERY

A. Signature	☐ Agent
☒ X	☐ 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

2. Article Number (Printed from Section 1)



9590 9402 7706 2122 1501 55
7022 2410 0000 2264 5560

Service Type	☐ Registered Mail Express®
☒ Adult Signature Restricted Delivery	☐ Registered Mail™
☐ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery	

7022 2410 0000 2264 5560

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Postage Paid	Postage
Signature Confirmation	Signature Confirmation
Signature Confirmation	Signature Confirmation

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

CERTIFIED MAIL

100

SENDER: COMPLETE THIS SECTION

- COMPLETE THIS SECTION ON DELIVERY

X

☐ Agent
☐ Addressee

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

☐ Yes ☐ No

9590 9402 7706 2122 1501 62

Restricted Delivery

Domestic Return Receipt

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continued from p. 10

Sprawling

349

☐ Natural Beauty Products
☐ Natural Beauty Products

1

References

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

Pharmaceutical Marketing and Sales

See Herndon for his bio sketch.

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.
- Attach this card to the back of the mailpiece.

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



9590 9402 7706 2122 1501 86

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5577

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Mia Noriega *10/11/19*
Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery | |

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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- 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**



9590 9402 7706 2122 1501 55

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5560

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☒ 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 ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Certified Mail® ☐ Signature Confirmation™
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

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



9590 9402 7706 2122 1501 93

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5607

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☒ 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 ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Certified Mail® ☐ Signature Confirmation™
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

Domestic Return Receipt

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.

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



9590 9402 7706 2122 1501 31

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5621

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

(over \$500)

Restricted Delivery