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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF LOS ANGELES**

12 SHANNON MURPHY, on behalf of the State
of California, as a private attorney general,

13
14 Plaintiff,

15 vs.

16 RAPID ACTION, LLC, a Limited Liability
17 Company; and DOES 1 through 50, inclusive,

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19 Defendants.
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Case No. **26STCV25331**

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203 204, 210, 226(a), 226.7,
510, 512, 1194, 1197, 1197.1, 1198, 2802,
California Code of Regulations, Title 8,
Section 11040, Subdivision 5(A)-(B), and
the applicable Wage Order(s).

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/10/2026 4:37 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

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

6 **INTRODUCTION**

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

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

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

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

24 **THE PARTIES**

25 5. Rapid Action, LLC (“DEFENDANT”) is a limited liability company that at all
26 relevant times mentioned herein conducted and continues to conduct substantial business in
27 California.
28

1 6. DEFENDANT provides staffing services in California.

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

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

12 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
13 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
14 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
15 violation of California Labor Code §§ 201, 202, 203 204, 210, 226(a), 226.7, 510, 512,
16 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
17 Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing,
18 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the
19 meaning of Labor Code § 2699.

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

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

THE CONDUCT

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

1 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
2 records.

3 13. State law provides that employees must be paid overtime and meal and rest
4 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
5 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
6 tied to specific elements of an employee's performance.

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

22 15. As a result of their rigorous work schedules, PLAINTIFF and the
23 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
24 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
25 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
26 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
27 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
28 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in

1 which these employees were required by DEFENDANT to work ten (10) hours of work.
2 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
3 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
4 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
5 and in accordance with DEFENDANT's corporate policy and practice.

6 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
7 EMPLOYEES were also required from time to time to work in excess of four (4) hours
8 without being provided ten (10) minute rest periods. Further, these employees were denied
9 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
10 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
11 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
12 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
13 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
14 also not provided with one hour wages in lieu thereof. Additionally, the applicable
15 California Wage Order requires employers to provide employees with off-duty rest periods,
16 which the California Supreme Court defined as time during which an employee is relieved
17 from all work related duties and free from employer control. In so doing, the Court held that
18 the requirement under California law that employers authorize and permit all employees to
19 take rest period means that employers must relieve employees of all duties and relinquish
20 control over how employees spend their time which includes control over the locations
21 where employees may take their rest period. Employers cannot impose controls that prohibit
22 an employee from taking a brief walk - five minutes out, five minutes back. Here,
23 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
24 unconstrained walks and is unlawful based on DEFENDANT's rule which states
25 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
26 their rest period.

27 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and
28 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these

1 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
2 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
3 all time worked, meaning the time during which an employee was subject to the control of
4 an employer, including all the time the employee was permitted or suffered to permit this
5 work. DEFENDANT required these employees to work off the clock without paying them
6 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
7 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
8 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
9 EMPLOYEES forfeited time worked by working without their time being accurately
10 recorded and without compensation at the applicable minimum wage and overtime wage
11 rates. To the extent that the time worked off the clock does not qualify for overtime
12 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
13 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

14 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
15 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
16 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
17 provides that every employer shall furnish each of his or her employees with an accurate
18 itemized wage statement in writing showing, among other things, gross wages earned and all
19 applicable hourly rates in effect during the pay period and the corresponding amount of time
20 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
21 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
22 during the pay period and the total hours worked, and the applicable pay period in which the
23 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
24 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
25 identify such information. More specifically, the wage statements failed to identify the
26 accurate total hours worked each pay period. When the hours shown on the wage statements
27 were added up, they did not equal the actual total hours worked during the pay period in
28 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this

1 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
2 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
3 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
4 statements which violated Cal. Lab. Code § 226.

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

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

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

17 21. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
18 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
19 penalties pursuant to Cal. Lab. Code Section 203.

20 22. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
21 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
22 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
23 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
24 2802, employers are required to indemnify employees for all expenses incurred in the course
25 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
26 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
27 employee in direct consequence of the discharge of his or her duties, or of his or her
28

1 obedience to the directions of the employer, even though unlawful, unless the employee, at
2 the time of obeying the directions, believed them to be unlawful."

3 23. In the course of their employment PLAINTIFF and the AGGRIEVED
4 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
5 personal cellular phones as a result of and in furtherance of their job duties as employees for
6 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
7 associated with the use of their personal cellular phones for DEFENDANT's benefit.
8 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
9 DEFENDANT to use their personal cellular phones. As a result, in the course of their
10 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
11 incurred unreimbursed business expenses which included, but were not limited to, costs
12 related to the use of their personal cellular phones all on behalf of and for the benefit of
13 DEFENDANT.

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

17 **JURISDICTION AND VENUE**

18 25. This Court has jurisdiction over this Action pursuant to California Code of
19 Civil Procedure, Section 410.10.

20 26. Venue is proper in this Court pursuant to California Code of Civil Procedure,
21 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
22 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
23 facilities in this County and/or conducts substantial business in this County, and (ii)
24 committed the wrongful conduct herein alleged in this County against AGGRIEVED
25 EMPLOYEES.

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1 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
2 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
3 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

4 31. The policies, acts and practices heretofore described were and are an unlawful
5 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
6 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
7 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
8 (d) failed to pay overtime wages, (e) failed to reimburse employees for required expenses,
9 and (f) failed to provide wages when due, all in violation of the applicable Labor Code
10 sections listed in Labor Code §§ 201, 202, 203 204, 210, 226(a), 226.7, 510, 512, 1194,
11 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
12 Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to civil
13 penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil
14 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
15 representative of the State of California for the illegal conduct perpetrated on other
16 AGGRIEVED EMPLOYEES.

17
18 **PRAYER FOR RELIEF**

19 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
20 severally, as follows:

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

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

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

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

1 Dated: August 10, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2

3 By: /s/ Nicholas De Blouw

4 Kyle R. Nordrehaug
5 Nicholas J. De Blouw

6 *Attorneys for Plaintiff*
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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:
1004

May 8, 2026
CA3910

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

RAPID ACTION, LLC
Certified Mail #9589071052704052147925
Corporation Service Company (CSC)
2710 Gateway Oaks Dr, Suite 150N
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203
204, 210, 226(a), 226.7, 510, 512, 1194, 1197, 1197.1, 1198, 2802, California Code of
Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable
Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor
Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3
on behalf of Shannon Murphy ("Plaintiff") and all other Aggrieved Employees of Rapid
Action, LLC. "Aggrieved Employees" refers to all individuals who are or previously
were employed by Defendant in California, classified as non-exempt employees during
the time period of May 8, 2025 through a date as determined by the Court ("PAGA
Period").

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against
Defendant for numerous wage and hour violations. Plaintiff was employed by Defendant
in California from approximately January of 2026 through February of 2026 as a
Registered Nurse. Plaintiff was paid on an hourly basis and worked extended shifts,
including shifts of approximately twelve (12) hours per day. Plaintiff was staffed at a
healthcare facility where she performed patient care and related clinical duties.

During the PAGA Period, Defendant failed to properly compensate Plaintiff and
other Aggrieved Employees for all hours worked and failed to provide legally compliant
meal and rest periods, among other violations of the California Labor Code.

Defendant failed to reimburse Plaintiff for necessary business expenses in
violation of Labor Code section 2802. Plaintiff was required to use her personal cell

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phone for work-related purposes, including communicating with supervisors and receiving information regarding scheduling, assignments, and shift coordination. Although Defendant sometimes provided limited reimbursement, such reimbursement did not fully cover the reasonable expenses incurred by Plaintiff..

During the PAGA Period, Defendant sometimes failed to provide compliant meal periods in violation of Labor Code sections 226.7, 512, and 1198. Plaintiff generally began her shifts in the early evening and, from time to time, did not take a meal period until approximately 1:00 a.m., which resulted in meal periods being taken after the fifth hour of work. Plaintiff also worked shifts exceeding ten hours without being provided a second meal period. In addition, Plaintiff was required to remain on duty during meal periods and, from time to time, performed work-related duties while on meal breaks due to the nature of patient care responsibilities. As a result, Plaintiff did not receive all meal period premiums owed.

Defendant sometimes failed to authorize and permit compliant rest periods in violation of Labor Code sections 226.7 and 1198. Plaintiff worked shifts of approximately twelve hours and was unable to take separate, duty-free ten-minute rest breaks due to patient care responsibilities and workload demands. On some occasions, Plaintiff's rest breaks were delayed, interrupted, or not provided. As a result, Plaintiff did not receive all rest period premiums owed.

Defendant also sometimes failed to pay Plaintiff and other Aggrieved Employees for all hours worked, including minimum and overtime wages, in violation of Labor Code sections 510, 1194, 1197, 1197.1, and 1198 by failing to include all non-discretionary compensation in the regular rate of pay. Such compensation included, but was not limited to, "Early Arr Incen," "Ind Guar-Hourly," "Induction-Hourly," "Luggage-Hourly," "Trav M&I -Hourly," and "Charge." Plaintiff sometimes performed work while off the clock, including during meal periods and in connection with the completion of required tasks before and after her recorded shifts. Additionally, Defendant sometimes maintained a timekeeping practice where Plaintiff would input hours at the end of the day rather than clocking in and out in real time, which sometimes resulted in uncompensated work time. These practices resulted in unpaid wages, including unpaid minimum and overtime wages.

Further, Defendant occasionally failed to provide accurate, itemized wage statements in violation of Labor Code section 226(a). Plaintiff's wage statements sometimes reflected inaccurate hours worked, including unexplained negative hours and adjustments to previously recorded time, such as reductions to overtime and regular hours. These wage statements did not always accurately reflect all hours worked or all

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wages earned, including overtime, double time, and guaranteed hours. As a result, Plaintiff was sometimes unable to determine from the face of the wage statements whether she was properly compensated.

Further, Defendant failed to timely pay all wages owed upon separation in violation of Labor Code sections 201 and 202. Plaintiff's employment ended in or around February 2026, and Defendant failed to provide all final wages due within the time required by law, including wages associated with unpaid hours worked and other compensation. As a result, Defendant is liable for waiting time penalties under Labor Code section 203.

As a result of the foregoing violations, Defendant sometimes failed to timely pay all wages owed to Plaintiff and other Aggrieved Employees during employment in violation of California Labor Code sections 204 and 210.

Defendant's unlawful policies and practices described herein resulted in numerous Labor Code violations affecting Plaintiff and other Aggrieved Employees during the PAGA period. Said conduct violated California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 1194, 1197, 1197.1, 1198, 2802, as well as the applicable Industrial Welfare Commission Wage Orders, and is therefore actionable under California Labor Code section 2699.

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

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

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.