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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.