

May 5, 2026

Filed Electronically

Labor and Workforce Development Agency / Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: **Notice Letter of MARGIE CONTRERAS on Behalf of Herself and Aggrieved
Employees under California Labor Code Section 2699.3**

Employer:

RENAL TREATMENT CENTERS – CALIFORNIA, INC. dba DAVITA, a
Delaware corporation;
PATRICK J. MCKINNON, an individual;
DAVID P. MAUGHAN, an individual;
STEPHANIE N. BERBERICH, an individual

601 Hawaii Street
JLD/SECGOVFIN
El Segundo, CA 90245

2000 16th Street
JLD/SECGOVFIN
Denver, CO 80202

Dear Representative:

This letter constitutes notice under Labor Code section 2699.3 (the “PAGA Notice”). It is submitted online with the Labor and Workforce Development Agency (“LWDA”). Copies of the PAGA Notice are sent via certified mail to the employer(s) listed above.

The PAGA Notice involves MARGIE CONTRERAS (“Employee”) and other aggrieved employees who were employed by:

RENAL TREATMENT CENTERS – CALIFORNIA, INC. dba DAVITA, a Delaware corporation;
PATRICK J. MCKINNON, an individual;
DAVID P. MAUGHAN, an individual;
STEPHANIE N. BERBERICH, an individual

601 Hawaii Street
JLD/SECGOVFIN
El Segundo, CA 90245

2000 16th Street
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Denver, CO 80202
(collectively as “Employer”).

Employee seeks to represent all persons who were employed by Employer and suffered one or more of the alleged Labor Code violations committed by Employer (i.e., other aggrieved employees), as described below.

Employee started her position with Employer starting in December 15, 2025 through April 3, 2026 as a non-exempt, hourly employee with duties as a patient care technician. Other aggrieved employees that Employee seeks to represent are all other non-exempt employees of Employer in the state of California. In return, Employer paid (or purported to pay) Employee and other aggrieved employees an hourly wage for their services.

Employee and aggrieved employees (collectively “aggrieved employees”) were regularly compensated an amount less than the wages earned. Aggrieved employees were regularly forced to work off-the-clock, so the aggrieved employees were not paid owed regular/minimum wages for all time worked. Additionally, Employee is informed and believes that aggrieved employees worked on call and were paid a flat sum for the time spent on call instead of being paid for each hour worked thus also resulting in unpaid minimum wages. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 200, 1194 and 1197 and the applicable Wage Orders, entitling the aggrieved employees to damages under the Labor Code, including, without limitation, Sections 1194 and 1194.2. Employer is also liable for civil penalties under Labor Code sections 558, 558.1, 1197.1, and 2699.

Aggrieved employees were not paid owed overtime wages for working over eight hours in a workday, over forty hours in a workweek, over twelve hours in a workday, the first eight hours on the seventh consecutive workday in a workweek, and/or over eight hours on the seventh consecutive workday in a workweek. Additionally, Employee is informed and believes that aggrieved employees worked on call and were paid a flat sum for the time spent on call instead of being paid for each hour worked thus resulting in unpaid overtime wages to the extent the on-call time was overtime. Furthermore, Employee is aware that Employer pays non-discretionary bonuses, incentives, and differentials and does not incorporate it into the calculation of the regular rate of pay for purposes of paying overtime and instead pays overtime at the aggrieved employees' base hourly rate of pay. This failure results in unpaid overtime wages, as well. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 200, 510, 515, 1194, and the applicable Wage Orders, entitling the aggrieved employees to damages under the Labor Code. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employer had a practice of failing to provide aggrieved employees with a thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of five hours in a workday, and a second thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of ten hours in a workday. The aggrieved employees were not compensated with premium payments for the missed, interrupted, or untimely meal periods, which payments are required by California law. Further, to the extent that Employer paid meal period premiums to aggrieved employees, they were not paid at the applicable regular rate of pay and were instead paid at the base hourly rate of pay thus failing to incorporate all types of non-discretionary pay as required. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 512 and the applicable Wage Orders, entitling aggrieved employees to premium payments under the Labor Code, including, without limitation, Section 226.7. Employer is also liable for civil penalties under Labor Code sections 200, 558, 558.1, and 2699.

Employer had a practice of failing to authorize and permit aggrieved employees with a timely, full, and uninterrupted ten-minute rest period per four hours of work (or major fraction thereof) as required by the applicable Wage Orders. The aggrieved employees were not compensated with premium payments for the missed, interrupted, or untimely rest periods, which payments are required by California law. Further, to the extent that Employer paid rest period premiums to aggrieved employees, they were not paid at the applicable regular rate of pay and were instead paid at the base hourly rate of pay thus failing to incorporate all types of non-discretionary pay as required. Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to premium payments under the Labor Code, including, without limitation, Sections 200, 226.7 and 516. Employer is also liable for civil penalties under Labor Code sections 558, 558.1, and 2699.

Aggrieved employees were regularly not paid for sick time as required pursuant to Labor Code sections 246 through 248.7. Employer here failed to record and pay all hours of the aggrieved employees and failed to credit them all sick hours that they actually accrued. Furthermore, Employer failed to pay sick time at the regular rate of pay which included non-discretionary bonuses,

incentives, and differentials. Employer is also liable for civil penalties under Labor Code sections 246 *et seq.* and 2699.

Employer failed to provide and pay aggrieved employees with vacation time wages. Employer maintained a policy and practice of failing to pay all accrued and unused vacation wages upon separation of employment at the regular rate of pay. Employer failed to properly record all of the time that aggrieved employees worked and therefore failed to count all hours worked that counted toward accrual of vacation time and thus underpaid aggrieved employees for their vacation time. Employer is also liable for civil penalties under Labor Code sections 2699.

Aggrieved employees were regularly compensated an amount less than the wages earned. The unlawful wages practices included, but were not limited to, aggrieved employees were regularly forced to work off-the-clock, were not paid all wages earned, were not paid for all hours worked, including on-call time, and were penalized by having wages withheld, so the aggrieved employees were not paid owed regular/minimum wages for all time worked. Aggrieved employees were not compensated owed overtime wages. Further, aggrieved employees were not paid meal and rest period premiums for break violations. As a result, the aggrieved employees' wage statements did not accurately show all of the information required under Labor Code section 226, subdivision (a), including the gross wages earned, the total hours worked by the employee, the net wages earned, and the rates of pay at which wages should have been paid. The wage statements also failed to include the hours worked or rate of pay for on-call hours worked or "On Call Earn," as well as other applicable hourly rates as required under Labor Code section 226(a)(9). The wage statements also did not include the aggrieved employees' properly named employer and other employee information required by Labor Code section 226(a). Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to penalties under Labor Code section 226, subdivision (e). Employer is also liable for civil penalties under Labor Code sections 200, 226.3, 510, 515, 558, 558.1 and 2699.

Aggrieved employees were not paid all wages owed at the time of employment separation. Those wages were not timely paid to aggrieved employees upon separation. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 201, 202, and 203, entitling the aggrieved employees to waiting-time penalties under Labor Code sections 200, 203, subdivision (a) and 256. Employer is also liable for civil penalties under Labor Code sections 558, 558.1 and 2699.

Aggrieved employees were not paid all wages during employment. Employer failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Employer violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Employer violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice. Employer is also liable for civil penalties under Labor Code sections 200, 204 and 210.

Employer also failed to maintain accurate employee payroll records with respect to aggrieved employees. Specifically, Employer violated Labor Code section 1174 which requires that employers maintain accurate “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.” Employer’s failure to accurately account for wages earned and hours worked as described herein violations section 1174. Employer is liable for civil penalties under sections 1174.5, 1198 and 2699.

Employer also violated Labor Code section 432.5 with respect to Employee and the aggrieved employees by requiring that they agree to an unlawful term or condition of their employment, in writing, during their employment. Specifically, Employer required Employee and other aggrieved employees to enter into unlawful non-competition agreements. Thus, Employer is liable for civil penalties under sections 2699.

Employee complained about the unlawful wage practices as set forth above to Employer and was retaliated for complaining. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 1102.5, entitling Employee to damages under the Labor Code, including, without limitation, Sections 1102.5 and 98.6. Employer is also liable for civil penalties under Labor Code sections 2699 and 98.6.

Employee was not properly reimbursed for business expenses in violation of Labor Code §§ 2802 and 2804, including but not limited to Employer’s failure to reimburse the aggrieved employees for their personal cell phone and vehicle use for business purposes, entitling Employee to damages under the Labor Code as well as civil penalties under Labor Code sections, including but not limited to, 2699 and 98.6.

Further, Employee asserts that Employer failed to pay overtime at the proper rate (under Labor Code section 558, 558.1 11971.1), failed to pay accrued vacation wage (under Labor Code section 227.3), failed to timely pay wages during employment (under Labor Code section 204), and failed to properly pay sick pay (under Labor Code section 246 *et seq.*). Employee asserts that Employer failed to properly pay reporting time pay.

Aggrieved employees were further subjected to violations of Labor Codes §§ 218.6, 232, 232.5, 350, 351, 432, 2800, and 2810.5.

In accordance with Labor Code section 2699.3, subdivision (a)(2)(A), please notify us within 60 calendar days of the postmarked date of the PAGA Notice as to whether the LWDA intends to investigate the violations alleged above. Our understanding is that if we do not receive a notice within 65 calendar days of the postmarked date of the PAGA Notice, Employee may commence a civil action against Employer, on behalf of herself and other aggrieved employees, under Labor Code section 2699.

Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,



Orion S. Robinson

OSR:mbv
cc: (Via Certified Mail Return Receipt Requested)

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