

Rick A. Waltman (State Bar No. 306463)
Andrew T. Katseanes (State Bar No. 351638)
Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 fax
nick@ferrarovega.com / lauren@ferrarovega.com
rick@ferrarovega.com / andrew@ferrarovega.com

Attorneys for Plaintiff Brittany Slaughter

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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF DIEGO

BRITTANY SLAUGHTER, on behalf of others
similarly situated and the State of California
under the Private Attorneys General Act,

Plaintiffs,

vs.

CHASE DENNIS EMERGENCY MEDICAL
GROUP, INC.; TEAM HEALTH HOLDINGS,
INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No. 26CU038535C

Judge: Blaine K. Bowman

Department: 74

CLASS ACTION

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Wages Owed
2. Failure to Pay All Overtime Wages
3. Meal Period Violations
4. Rest Period Violations
5. Paid Sick Leave Violations
6. Untimely Payment of Wages
7. Wage Statement Violations
8. Waiting Time Penalties
9. Failure to Reimburse Business Expenses
10. Unfair Competition
11. Unlawful Employment Condition
12. Retaliation
13. Civil Penalties under the Private Attorneys
General Act (Labor Code §§ 2698 *et seq.*)

Action Filed: July 17, 2026

1 Plaintiff BRITTANY SLAUGHTER, on behalf of all others similarly situated and the State of
2 California under the Private Attorneys General Act (“Plaintiff”) brings this FIRST AMENDED
3 CLASS AND REPRESENTATIVE ACTION COMPLAINT against Defendants CHASE DENNIS
4 EMERGENCY MEDICAL GROUP, INC.; TEAM HEALTH HOLDINGS, INC.; and DOES 1
5 through 50, inclusive (collectively “Defendants”), alleging as follows:

6 **INTRODUCTION**

7 1. This is a class and representative action filed for wage and hour violations of the
8 California Labor Code.

9 2. Defendants employed Plaintiff and other covered employees during the statutory
10 period.

11 3. Defendants failed to pay lawful minimum wages due to a uniform practice of requiring
12 uncompensated, off-the-clock work during unpaid meal periods.

13 4. Defendants failed to pay accurate overtime and double time wages by excluding off-
14 the-clock hours and failing to calculate the correct regular rate of pay.

15 5. Defendants failed to properly accrue paid sick leave and systematically underpaid it by
16 using base hourly rates rather than the required regular rate of pay.

17 6. Defendants failed to provide compliant, duty-free meal periods and failed to pay all
18 associated premiums at the lawful regular rate of compensation.

19 7. Defendants failed to authorize or permit compliant rest periods due to operational
20 demands and failed to pay rest period premiums at the lawful regular rate.

21 8. Defendants failed to timely pay all wages and premiums earned by employees on their
22 regularly scheduled paydays during employment.

23 9. Defendants failed to timely pay all outstanding final wages and premiums to departing
24 employees upon separation and failed to pay statutory waiting time penalties.

25 10. Defendants failed to provide accurate, itemized wage statements showing true gross
26 wages, net wages, and all applicable hourly rates.

27 11. Defendants failed to reimburse employees for necessary business expenses incurred
28 from using personal cell phones and data plans for mandatory work applications.

12. Defendants failed to maintain accurate daily payroll records showing actual hours worked and wages paid.

13. Defendants imposed an unlawful employment condition by requiring employees to sign prohibited non-solicitation and noninterference covenants.

14. Defendants unlawfully retaliated against Plaintiff for raising protected complaints regarding Labor Code violations, harassment, and understaffing.

15. Plaintiff seeks to recover statutory civil penalties, interest, attorneys' fees, and litigation costs.

JURISDICTION & VENUE

16. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the California Constitution as the causes of action are premised upon violations of California law.

17. The monetary damages and restitution sought exceed the minimal jurisdiction limits of the Superior Court.

18. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California economy so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

19. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conducted business and committed some of the alleged violations in this County.

PARTIES

A. Plaintiff Brittany Slaughter

20. Plaintiff Slaughter is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about August 19, 2016 to April 1, 2026. Plaintiff worked as a Physician Assistant.

21. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party

in interest.”)). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include arbitrable claims.

B. Defendants

22. Defendant Chase Dennis Emergency Medical Group, Inc. is a California corporation that maintains operations and conducts business throughout the State of California, including in this county.

23. Defendant Team Health Holdings, Inc. is a Tennessee corporation that maintains operations and conducts business throughout the State of California, including in this county.

24. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief, each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

25. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

26. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

27. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

CLASS ALLEGATIONS

28. This action is brought individually and on behalf of the following class pursuant to Code of Civil Procedure section 382:

- a. All current and former non-exempt employees who worked for Defendants in California at any time from four years prior to the filing of this action through date of class certification.

29. Plaintiff reserves the right to establish various subclass definitions as appropriate at the class certification stage, according to proof.

30. The class is ascertainable and shares a well-defined community of interest in this litigation:

- a. Numerosity: The class is estimated to exceed 50 individuals, although the precise membership of the entire class is unknown at this time. The class is so numerous that joinder of all class members is impracticable. The identities of class members are ascertainable by inspection of Defendants' employment and payroll records.
- b. Typicality: Plaintiff's claims are typical of the claims of the other class members. They were subject to the same policies and practices of Defendants, which resulted in losses to the class. Proof of common unlawful business practices, which Plaintiff experienced, will establish the right of the class to recover on the causes of action alleged herein.
- c. Adequacy: Plaintiff is an adequate class representative; will take all necessary steps to protect the class members' interests adequately and fairly; has no interest antagonistic to other class members; and is represented by attorneys who have substantial experience prosecuting, defending, resolving, and litigating wage and hour class, collective, and representative actions in California state and federal courts.
- d. Superiority: A class action is superior to other means for adjudicating this dispute. Individual joinder is impractical. Class treatment will allow for

common issues to be resolved in a single forum, simultaneously, and without duplication of effort and expense.

- e. Public Policy Considerations: Certification of this lawsuit as a class action advances the State of California's strong public interest in ensuring its approximately millions of employed residents are properly paid the wages they earned for the hours they worked. Class actions provide a mechanism for enforcement of labor laws and allow for vindication of employee rights by unnamed class members.

31. Common questions of law and fact as to the class members predominate over questions affecting only individual members. The common questions of law and fact exist as to whether the employment policies and practices formulated by Defendants and applied to the class members constitute violations of California law.

GENERAL ALLEGATIONS

32. During the relevant statutory period, Plaintiff and the covered employees were regularly required to perform uncompensated, off-the-clock work during their unpaid meal periods. Due to Defendants' chronic understaffing and the operational realities of direct patient care, Plaintiff and the covered employees worked through all or part of their meal periods during almost every shift.

33. To avoid compensating employees for this time, Defendants created the false appearance of compliance by requiring Plaintiff and the covered employees to clock out each day to simulate a compliant meal period. Defendants' management then coerced employees into signing attestations following every shift stating that a meal period opportunity was "available," despite knowing that no actual opportunity for a duty-free meal period existed. For example, Plaintiff consistently ate meals at her desk while actively caring for patients yet remained clocked out and entirely uncompensated for this working time. This practice was uniform and widespread among the covered employees.

34. As a direct result of Defendants' unlawful policy and practice of requiring off-the-clock work during unpaid meal periods, Defendants failed to account for all hours worked by Plaintiff and covered employees during the relevant statutory period. To the extent that Plaintiff and the covered

employees worked more than 8 hours in a day or 40 hours in a workweek as a result of being required to perform off-the-clock work, Defendants failed to pay all overtime wages owed.

35. Defendants paid Plaintiff and the covered employees various forms of non-discretionary wages, including but not limited to bonuses and shift differentials. Upon information and belief, Defendants failed to accurately incorporate these wages into Plaintiff's and the covered employees' overtime and double time rates. Whether through the omission of eligible remuneration from the regular rate calculation, the use of unlawful mathematical formulas and denominators, or the failure to apply the resulting premium rate to all applicable overtime hours worked, Defendants systematically under-calculated and underpaid the required overtime and double time premiums. Upon information and belief, this failure to accurately pay overtime at the lawful regular rate of pay was a common practice among the covered employees.

36. Defendants failed to properly accrue sick leave for Plaintiff and the covered employees. Because Defendants permitted or required employees to work off-the-clock during unpaid meal periods, these unrecorded hours were excluded from Plaintiff's and the covered employees' accrual balances. Consequently, Plaintiff and the covered employees were deprived of the total accrued sick leave time they legally earned.

37. Defendants systematically failed to comply with California's meal period requirements. Plaintiff and the covered employees routinely experienced missed, late, short, and interrupted meal periods to keep up with the high demands of the job. Due to Defendants' chronic understaffing and the operational realities of direct patient care, taking compliant, duty-free meal periods was often impossible. Further, as stated above, Defendants required Plaintiff and the covered employees to clock out and record compliant meal periods. Defendants' management then coerced employees into signing attestations following every shift stating that a meal period opportunity was "available," despite knowing that no actual opportunity for a duty-free meal period existed.

38. When Plaintiff and the covered employees experienced these missed, late, short, or interrupted meal periods, Defendants failed to pay all meal period premiums owed.

39. Plaintiff and the covered employees routinely experienced missed and non-compliant rest periods. Continuous patient care demands, high patient volume, and a lack of adequate coverage

1 made it virtually impossible for Plaintiff and the covered employees to step away from their duties
2 without negatively impacting patient care.

3 40. When Plaintiff and the covered employees experienced these missed or interrupted rest
4 periods, Defendants failed to pay all rest period premiums owed. Furthermore, to the extent
5 Defendants ever paid rest period premiums, they failed to pay them at the lawful "regular rate of
6 compensation" by systematically omitting non-discretionary bonuses, shift differentials, and other
7 eligible remuneration from the calculation.

8 41. Defendants failed to pay all wages and premiums in each pay period in which such
9 wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for
10 weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing
11 to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven
12 calendar days of the close of the payroll period, as a result of the policies and practices set forth in this
13 notice. Specifically, because Defendants failed to accurately calculate the regular rate of pay for
14 overtime, double time, and paid sick leave, and further failed to compensate employees for off-the-
15 clock work and missed meal and rest periods, Plaintiff and the covered employees were chronically
16 underpaid on their designated paydays.

17 42. Defendants systematically failed to pay Plaintiff and the covered employees all wages
18 legally owed during their employment. Because Defendants utilized unlawful Regular Rate of Pay
19 (RROP) calculations, failed to compensate employees for off-the-clock work, and failed to pay lawful
20 meal and rest period premiums, the covered employees continuously accrued unpaid wage balances.

21 43. Defendants failed to state on employee wage statements each pay period the applicable
22 hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages
23 and premiums owed to employees. The amounts stated are instead depreciated and underpaid,
24 resulting in an inaccurate reflection on the pay stub.

25 44. Plaintiff and the covered employees cannot promptly and easily determine from the
26 wage statement alone the wages paid or earned without reference to other documents or information.
27 Indeed, these wage statement violations are significant because they sow confusion among Plaintiff
28 and the covered employees with respect to what amounts were owed and paid, at what rates, the

1 number of hours worked, and how those amounts were or should be calculated. The wage statements
2 reflect a false statement of earnings and concealed the underlying problems and underpayments of
3 employee wages.

4 45. Defendants required Plaintiff and the covered employees to incur costs for work-related
5 purposes without full reimbursement. Specifically, Defendants compelled Plaintiff and the covered
6 employees to utilize their personal cell phones and data plans to perform essential job functions.
7 Employees were explicitly required to use their personal devices to access the “Deputy” application
8 to track and log their daily work hours. Additionally, Defendants required Plaintiff and the covered
9 employees to use the “GroupMe” platform on their personal cell phones to facilitate essential, daily
10 communications with management and colleagues.

11 46. Despite mandating the use of personal devices to carry out these necessary
12 administrative and operational duties, Defendants failed to provide a cell phone stipend or any other
13 form of reimbursement to offset these business-related expenditures.

14 47. Because of the policies and practices set forth in this notice, including the failure to
15 accurately account for wages earned or hours worked, Defendants failed to accurately maintain records
16 in accordance with Labor Code section 1174 and the IWC Wage Orders.

17 48. Defendants required Plaintiff and the covered employees to sign employment
18 agreements containing restrictive covenants that Defendants knew or should have known were strictly
19 prohibited by California law. As a condition of employment, Defendants required Plaintiff and the
20 covered to employees to sign a Medical Professional Employment Agreement containing a non-
21 solicitation and noninterference clause which unlawfully restrains employees for one year following
22 the termination of the employment relationship from soliciting, encouraging, or inducing any company
23 employees or contractors to work elsewhere.

24 49. Defendants subjected Plaintiff to a series of retaliatory adverse employment actions.
25 These actions included drastically altering Plaintiff’s schedule by condensing 60 hours of work into a
26 single week and intentionally assigning her only overnight shifts, which she had not been scheduled
27 to work in several years. Furthermore, Defendants punished Plaintiff for utilizing accrued, protected
28 California paid sick time by deleting her from the schedule for all her remaining shifts. This retaliation

1 also involved prematurely removing Plaintiff from the staff communication channel before the end of
2 her employment and publicly broadcasting her lawful use of sick leave to her colleagues.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY ALL WAGES OWED**

5 **Violation of Labor Code §§ 200, 218, 1194, 1194.2 and 1197**

6 **(All Claims Alleged by Plaintiff and Class Members Against All Defendants)**

7 50. All outside paragraphs of this Complaint are incorporated into this section.

8 51. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
9 §§ 200, 218, 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the “Hours
10 and Days of Work” and “Minimum Wages” sections of the applicable orders), which require non-
11 exempt employees be timely paid at least the state or local minimum wage (if higher) for each hour of
12 work, and further provide a private right of action for an employer’s failure to pay all minimum wages
13 (plus liquidated damages). In addition to minimum wages, Labor Code § 200 states that “‘wages’
14 includes all amounts for labor performed by employees of every description, whether the amount is
15 fixed or ascertained by the standard of time, task, piece, commission basis, or other method of
16 calculation.”

17 52. Defendants willfully failed in their affirmative obligation to pay Plaintiff and class
18 members at least the lawful minimum wage for each hour worked in violation of Labor Code sections
19 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the “Hours and Days of
20 Work” and “Minimum Wages” sections of the applicable orders), including payment at the lawful
21 local and county minimum wage ordinances in effect. As a result, Defendants are liable for all
22 associated damages, including liquidated damages for the minimum wage violations pursuant to Labor
23 Code § 1194.2.

24 53. Defendants’ unlawful acts and omissions deprived Plaintiff and class members of
25 minimum, regular and overtime wages in amounts to be determined at trial. Plaintiff and class
26 members are entitled to recover the full amount of the unpaid wages, plus liquidated damages in an
27 amount equal to the wages unlawfully unpaid (and interest thereon), in addition to interest, attorneys’
28 fees, and costs to the extent permitted by law, including under Labor Code sections 1194 and 1194.2,

1 218.6 and any other applicable statutes.

2 **SECOND CAUSE OF ACTION**

3 **FAILURE TO PAY ALL OVERTIME WAGES**

4 **Violation of Labor Code §§ 510 and 1194**

5 54. All outside paragraphs of this Complaint are incorporated into this section.

6 55. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
7 §§ 204, 510, 558, 1194, and 1198, which require non-exempt employees be timely paid overtime
8 wages all overtime hours worked, and which further provide a private right of action for an employer's
9 failure to pay all overtime compensation for overtime hours worked.

10 56. Defendants failed in their affirmative obligation to pay Plaintiff and class members no
11 less than one and one-half times their respective "regular rate of pay" for all hours worked in excess
12 of eight hours in one day, 40 hours in one week, or the first eight hours worked on the seventh day of
13 work in any one workweek, and no less than twice their respective "regular rate of pay" for all hours
14 over 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek for
15 such hours worked, in violation of Labor Code sections 204, 510, 558, 1194, and 1198 and the IWC
16 Wage Orders (the "Hours and Days of Work" sections of the applicable orders).

17 57. Plaintiff and class members are entitled to recover the full amount of the unpaid
18 overtime, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to the
19 extent permitted by law.

20 **THIRD CAUSE OF ACTION**

21 **MEAL PERIOD VIOLATIONS**

22 **Violation of Labor Code §§ 226.7 and 512**

23 58. All outside paragraphs of this Complaint are incorporated into this section.

24 59. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
25 §§ 226.7, 558 and 512, which require non-exempt employees be provided complaint meal periods (or
26 meal period premiums in lieu thereof), and which further provide a private right of action for an
27 employer's failure to lawfully provide all meal periods and/or pay meal period premiums at the lawful
28 regular rate of compensation.

60. Defendants willfully failed in their affirmative obligation to consistently provide Plaintiff and class members compliant, duty-free meal periods of not less than 30 minutes beginning before the fifth hour of hour for each work period of more than five hours per day and a second duty-free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

61. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant meal period was not provided, in violation of Labor Code sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

62. Plaintiff and class members are entitled to recover the full amount of the meal period premiums owed, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to the extent permitted by law.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7 and 516

63. All outside paragraphs of this Complaint are incorporated into this section.

64. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods (or rest period premiums in lieu thereof), and which further provide a private right of action for an employer's failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful regular rate of compensation.

65. Defendants willfully failed in their affirmative obligation to consistently authorize and permit Plaintiff and class members to receive compliant, duty-free rest periods of not less than ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the applicable orders).

66. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant rest period was not provided, in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL PAID SICK LEAVE WAGES

Violation of Labor Code §§ 200, 218, 246 *et seq.*

67. All outside paragraphs of this Complaint are incorporated into this section.

68. Defendants knowingly and intentionally failed in their affirmative obligation to pay sick leave wages to Plaintiff and a paid sick leave subclass in violation of Labor Code section 246 *et seq.* Paid sick leave earnings constitute wages for purposes of California wage and hour law. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 [“Courts have recognized that ‘wages’ also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay”].)

69. Labor Code section 246(l), in conjunction with Labor Code section 248 *et seq.*, 248.1, 248.2, and 248.6, in addition to the applicable County sick pay ordinances in locales worked by class members, govern how Defendants were required to calculate paid sick leave.

70. Defendants failed to pay Plaintiff and class members their paid sick leave wages at one of the lawful rates set forth in the statute or ordinance because Defendants failed to include in their sick leave calculation the additional remuneration received by Plaintiff and class members (i.e., at the regular rate of pay and/or calculated based on total wages earned).

71. As a result, Defendants violated the Labor Code and are liable to Plaintiff and class members for underpaid sick leave wages, in addition to interest, attorneys’ fees, and costs.

SIXTH CAUSE OF ACTION

UNTIMELY PAYMENT OF WAGES

Violation of Labor Code §§ 204, 210, 218

72. All outside paragraphs of this Complaint are incorporated into this section.

73. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code

1 §§ 204, 204b, and 210 which require non-exempt employees be timely paid all wages owed each pay
2 period, and which further provide a private right of action for an employer's failure to comply with
3 this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties due
4 under these sections, including Labor Code § 210(c)'s statutory late payment penalties.

5 74. Defendants willfully failed in their affirmative obligation to timely pay all wages,
6 including paid sick leave and meal and rest premiums, earned by Plaintiff and class members twice
7 during each calendar month on days designated in advance by the employer as regular paydays (for
8 employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for weekly
9 employees, if any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the
10 "Minimum Wages" sections of the applicable orders).

11 75. Plaintiff and class members are entitled to recover the full amount of the unpaid wages,
12 in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to pay
13 each employee and \$200 for all subsequent violations and for all willful or intentional violations for
14 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided
15 in Labor Code § 210, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

16 **SEVENTH CAUSE OF ACTION**

17 **WAGE STATEMENT VIOLATIONS**

18 **Violation of Labor Code § 226**

19 76. All outside paragraphs of this Complaint are incorporated into this section.

20 77. This cause of action is brought by a wage statement subclass pursuant to Labor Code
21 § 226(a) which requires non-exempt employees be provided accurate itemized wage statements each
22 pay period, and which further provide a private right of action for an employer's failure to comply
23 with this obligation.

24 78. Defendants knowingly and intentionally failed in their affirmative obligation to provide
25 accurate itemized wage statements to Plaintiff and class members resulting in injury to Plaintiff and
26 class members. Specifically, the wage statements issued to Plaintiff and class members did not
27 accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

28 79. Defendants' unlawful acts and omissions deprived Plaintiff and class members of

1 accurate itemized wage statements, causing confusion and concealing wage and premium
2 underpayments.

3 80. As a result, Plaintiff and class members are entitled to recover the statutory penalty of
4 \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for
5 each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in
6 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor
7 Code section 226(e).

8 **EIGHTH CAUSE OF ACTION**

9 **WAITING TIME PENALTIES**

10 **Violation of Labor Code §§ 201 *et seq.***

11 81. All outside paragraphs of this Complaint are incorporated into this section.

12 82. This cause of action is brought by a waiting time subclass pursuant to Labor Code
13 §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of
14 employment, and which further provide a private right of action to recover statutory waiting time
15 penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days
16 wages.

17 83. Defendants willfully failed and continue to fail in their affirmative obligation to pay all
18 wages earned and unpaid to Plaintiff and class members immediately upon termination of employment
19 or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his
20 or her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of Labor
21 Code sections 201 through 203 and the IWC Wage Orders.

22 84. Plaintiff and class members are entitled to recover a waiting time penalty for a period
23 of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

24 **NINTH CAUSE OF ACTION**

25 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

26 **Violation of Labor Code § 2802**

27 85. All outside paragraphs of this Complaint are incorporated into this section.

28 86. Defendants willfully failed in their affirmative obligation to reimburse Plaintiff and a

1 reimbursement subclass for all necessary expenditures, losses, expenses, and costs incurred by them
2 in direct discharge of the duties of their employment, in violation of Labor Code section 2802.

3 87. Defendants' unlawful acts and omissions deprived Plaintiff and class members of
4 lawful reimbursements for business expenses in amounts to be determined at trial. Plaintiff and class
5 members are entitled to recover the amount unreimbursed expenses of Plaintiff and class members in
6 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor
7 Code section 2802.

8 **TENTH CAUSE OF ACTION**

9 **UNFAIR COMPETITION**

10 **Violation of Business and Professions Code §§ 17200 *et seq.***

11 88. All outside paragraphs of this Complaint are incorporated into this section.

12 89. Defendants have engaged and continue to engage in unfair and/or unlawful business
13 practices in the State of California in violation of California Business and Professions Code § 17200
14 by committing the foregoing wage and hour violations alleged throughout this Complaint.

15 90. Defendants' dependence on these unfair and/or unlawful business practices deprived
16 Plaintiff and continue to deprive other class members of compensation to which they are legally
17 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to
18 Defendants over competitors who have been and/or are currently employing workers in compliance
19 with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair
20 business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

21 91. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this
22 Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full
23 restitution of the moneys as necessary and according to proof to restore all monies withheld, acquired,
24 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

25 92. Plaintiff does not have an adequate remedy at law for past or future violations, to the
26 extent the statute of limitations on each of the alleged causes of action do not extend to the four year
27 limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order
28 violations do not provide a private right of action.

93. Plaintiff and class members are entitled to injunctive relief against Defendants, restitution, and other equitable relief to return all funds over which Plaintiff and class members have an ownership interest and to prevent future damage and the public interest under Business and Professions Code § 17200 *et seq.* Plaintiff and class members are further entitled to recover interest, attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure § 1021.5.

ELEVENTH CAUSE OF ACTION

UNLAWFUL EMPLOYMENT CONDITION

Violation of Labor Code § 432.5

94. All outside paragraphs of this Complaint are incorporated into this section.

95. During the relevant liability period, Defendants violated California Labor Code section 432.5 by requiring Plaintiff and the Covered Employees to agree, in writing, to terms and conditions of employment that Defendants knew, or should have known, were prohibited by law.

96. Specifically, Defendants required Plaintiff and the covered employees to sign documents containing terms that violate California law, including but not limited to non-solicitation and noninterference clause that unlawfully restrains employees for a period of one year following the termination of the employment relationship from soliciting, encouraging, or inducing any company employees or contractors to work elsewhere. Such restrictive covenants are void as a matter of law and expressly prohibited by California Business and Professions Code section 16600.

97. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and the covered employees have been harmed and are entitled to damages, restitution, declaratory and injunctive relief, and/or civil penalties according to proof at trial.

TWELFTH CAUSE OF ACTION

RETALIATION

Violation of Labor Code § 1102.5

98. All outside paragraphs of this Complaint are incorporated into this section.

99. Defendants violated Labor Code section 1102.5 by retaliating against Plaintiff and potentially other covered employees due to their protected complaints regarding the Labor Code

1 violations listed above.

2 100. At all times relevant to this action, California Labor Code § 1102.5(b) prohibited an
3 employer, or any person acting on behalf of the employer, from retaliating against an employee for
4 disclosing information to a person with authority over the employee, or to another employee who has
5 the authority to investigate, discover, or correct the violation, if the employee has reasonable cause to
6 believe that the information discloses a violation of a state or federal statute, or a violation of or
7 noncompliance with a local, state, or federal rule or regulation.

8 101. During her employment, Plaintiff engaged in protected activity under Labor Code §
9 1102.5. Specifically, Plaintiff had reasonable cause to believe that Defendants were violating state
10 statutes and regulations, namely, the California Labor Code violations detailed in this Complaint.
11 Plaintiff disclosed information regarding these unlawful practices to personnel who had authority over
12 her and/or the authority to investigate, discover, or correct the violations.

13 102. Shortly after Plaintiff engaged in this protected activity, Defendants subjected Plaintiff
14 to a series of adverse employment actions. These retaliatory actions included, but were not limited to,
15 materially altering her schedule, removing her from staff communication channels, and prematurely
16 deleting her from the work schedule after Plaintiff had provided notice.

17 103. Plaintiff's protected disclosures were a contributing factor in Defendants' decision to
18 subject Plaintiff to the aforementioned adverse employment actions. Plaintiff believes and thereon
19 alleges that Defendants engaged in a pattern and practice of similar retaliatory adverse employment
20 actions against other covered employees who opposed or complained of Defendants' unlawful
21 practices.

22 104. As a direct and proximate result of Defendants' retaliatory conduct, Plaintiff has
23 suffered and continues to suffer losses in earnings and other employment benefits, as well as emotional
24 distress, in an amount to be proven at trial.

25 105. Pursuant to Labor Code § 1102.5(f), Defendants are liable for a civil penalty not
26 exceeding ten thousand dollars (\$10,000) for each violation of this section committed against Plaintiff
27 and each similarly situated covered employee who was subjected to retaliation.

1 **THIRTEENTH CAUSE OF ACTION**

2 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

3 **Violation of Labor Code §§ 2698 *et seq.***

4 **(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)**

5 106. All outside paragraphs of this Complaint are incorporated into this section.

6 107. Plaintiff brings this cause of action as a proxy for the State of California on behalf of
7 the following “aggrieved employees” pursuant to the Private Attorneys General Act (“PAGA”),
8 codified as Labor Code section 2698 *et seq.*:

9 a. All current and former non-exempt employees who worked for Defendants in
10 California at any time from one year prior to the postmark date of the initial
11 PAGA notice through date of trial.

12 108. Plaintiff reserves the right to amend, supplement, or add to this description of the
13 aggrieved employees, according to proof.

14 109. The State of California, via the Labor and Workforce Development Agency
15 (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins*
16 *Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff
17 files suit is always the real party in interest.”])

18 110. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law,,
19 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
20 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
21 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
22 action brought by an aggrieved employee on behalf of the employee and other current or former
23 employees against whom a violation of the same provision was committed pursuant to the procedures
24 specified in Section 2699.3. “

25 111. Any allegations regarding violations of the IWC Wage Orders are enforceable as
26 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
27 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

28 112. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil

1 penalties under the PAGA.

2 113. On or about **June 29, 2026**, Plaintiff paid the requisite PAGA filing fee and provided
3 written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of
4 Defendants' alleged Labor Code violations, including the facts and theories to support the alleged
5 violations.

6 114. A true and correct copy of Plaintiff's written PAGA notice, entitled "Notice of Labor
7 Code Violations" is attached hereto as Exhibit 1 and incorporated by reference as though fully set
8 forth herein (the "PAGA notice").

9 115. To date, neither Plaintiff nor Plaintiff's counsel has received a response to Plaintiff's
10 written PAGA notice from the LWDA.

11 116. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither
12 Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant
13 providing a description of any actions taken to cure the alleged violations.

14 117. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
15 violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate
16 the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all
17 prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

18 118. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this
19 Complaint, Defendants committed the following violations and are liable for all corresponding civil
20 penalties:

- 21 a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194,
22 1197, 1198; IWC Wage Orders.
- 23 b. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage
24 Orders.
- 25 c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.
- 26 d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512,
27 1198; IWC Wage Orders.
- 28 e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516,

1198; IWC Wage Orders.

f. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.

g. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.

h. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.

i. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2802, 2804.

j. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

k. ***Unlawful Employment Condition.*** Violation of Labor Code § 432.5.

l. ***Retaliation.*** Violation of Labor Code § 1102.5

119. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiff prays for judgment as follows:

- a. For certification of this action as a class action;
- b. For appointment of Plaintiff as the class representative;
- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- d. For division of class members into appropriate classes and/or subclasses according to proof;
- e. For recovery of all statutory penalties and liquidated damages;
- f. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;
- g. For restitution and injunctive relief;
- h. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, 2802 and Code of Civil Procedure § 1021.5.;

- i. For recovery of damages in amount according to proof;
- j. For all recoverable pre- and post-judgment interest;
- k. For this action to be maintained as a representative action under the PAGA;
- l. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- m. For recovery of all civil penalties and other recoverable amounts under the PAGA;
- n. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699, and Code of Civil Procedure section 1021.5 and any other applicable sections; and
- o. For such other relief the Court deems just and proper.

Dated: September 3, 2026

Ferraro Vega Employment Lawyers, Inc.



Andrew T. Katseanes
Attorney for Plaintiff Brittany Slaughter

EXHIBIT 1

Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
lauren@ferrarovega.com

ATTORNEYS AT LAW
3333 Camino del Rio South, Suite 300
San Diego, California 92108

619-693-7727
619-350-6855 fax
ferrarovega.com

June 29, 2026

NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

**Chase Dennis Emergency Medical
Group, Inc.**
4637 Chabot Drive Suite 104
Pleasanton, California, 94588

Team Health Holdings, Inc.
265 Brookview Centre Way Ste 203
Knoxville, TN 37919

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and
Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **Brittany Slaughter** (“Plaintiff”) and all other “covered employees” of the following “Defendant”:

**CHASE DENNIS EMERGENCY MEDICAL GROUP, INC.; TEAM HEALTH
HOLDINGS, INC.**

Defendants shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v.*

Reins International California, Inc. (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Physician Assistant from about August 19, 2016, to April 1, 2026. During their employment Plaintiff and the other covered (i.e., aggrieved) employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

All current and former non-exempt employees, including those misclassified as non-exempt, and exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "covered employees" and the "PAGA Period"). As defined, these covered current and former employees are "aggrieved employees" under PAGA.

Plaintiff reserves the right to expand or narrow the definition of the "covered employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Hours Worked/Minimum Wage Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the “Hours and Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Orders with respect to the covered employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The “Minimum Wages” sections of the applicable IWC Wage Order provide that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.” The foregoing California wage laws require payment of “not less than the applicable minimum wage *for all hours worked* in the payroll period” and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

Defendants systematically violated these statutes and regulations by failing to pay Plaintiff and the covered employees the lawful minimum wage for all hours worked. Specifically, Plaintiff and the covered employees were regularly required to perform uncompensated, off-the-clock work during their unpaid meal periods. Due to Defendants’ chronic understaffing and the operational realities of direct patient care, Plaintiff and the covered employees worked through all or part of their meal periods during almost every shift.

To avoid compensating employees for this time, Defendants focused entirely on creating the false appearance of compliance. Defendants required Plaintiff and the covered employees to clock out each day to simulate a compliant meal period. Defendants’ management then coerced employees into signing attestations following every shift stating that a meal period opportunity was “available,” despite knowing that no actual opportunity for a duty-free meal period existed. For example, Plaintiff consistently ate meals at her desk while actively caring for patients, yet remained clocked out and entirely uncompensated for this working time. This practice was uniform and widespread among the covered employees.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Overtime
Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the “Hours and Days of Work” sections of the applicable IWC Wage Orders with respect to the covered employees.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the “Hours and Days of Work” sections.

Defendants failed to pay Plaintiff and the covered employees overtime wages at the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. Because of Defendants’ unlawful policy and practice of requiring off-the-clock work during unpaid meal periods, Defendants failed to account for all hours worked. To the extent that Plaintiff and the covered employees worked more than 8 hours in a day or 40 hours in a workweek as a result of being required to perform off-the-clock work, Defendants failed to pay all overtime wages owed.

Additionally, Defendants failed to lawfully and accurately pay Plaintiff and the covered employees overtime and double time at the correct “regular rate of pay.” For each overtime and double time hour worked, Defendants were required to pay a premium rate based on all forms of non-discretionary remuneration, as mandated by the plain language of Labor Code sections 510, 1194, and 1198, and the applicable IWC Wage Orders.

During the statutory period, Defendants paid Plaintiff and the covered employees various forms of non-discretionary wages, including but not limited to bonuses and shift differentials. Upon information and belief, Defendants failed to accurately incorporate these wages into Plaintiff’s and the covered employees’ overtime and double time rates. Whether through the omission of eligible remuneration from the regular rate calculation, the use of unlawful

mathematical formulas and denominators, or the failure to apply the resulting premium rate to all applicable overtime hours worked, Defendants systematically under-calculated and underpaid the required overtime and double time premiums. Upon information and belief, this failure to accurately pay overtime at the lawful regular rate of pay was a common practice among the covered employees.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Paid Sick Leave **Violation of Labor Code §§ 246 through 248.7**

Defendants violated Labor Code sections 246 through 248.7 with respect to the covered employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 40 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) “the same manner as the regular rate of pay for the workweek;” (2) “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;” or (3) “for exempt employee ... in the same manner as the employer calculates wages for other forms of paid leave time.” Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees “with written notice of the amount of paid sick leave available ... for use on either the employee’s itemized wage statement ... or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

Defendants failed to comply with these paid sick leave laws in two distinct ways. First, Defendants failed to properly accrue sick leave for Plaintiff and the covered employees. Because Defendants permitted or required employees to work off-the-clock during unpaid meal periods, these unrecorded hours were excluded from Plaintiff’s and the covered

employees' accrual balances. Consequently, Plaintiff and the covered employees were deprived of the total accrued sick leave time they legally earned.

To the extent Defendants provided paid sick leave, they systematically underpaid it. Rather than utilizing either lawful calculation method required by Labor Code section 246(l)(1), both of which would capture the value of non-discretionary pay such as shift differentials and quarterly fees, Defendants paid sick leave at Plaintiff's and the covered employees' base hourly rate.

Below is an illustrative example of this practice:

CHASE DENNIS EMG MED GROUP INC			Salary Class Hourly		Process Level CDG01			
000351867		17355	SLAUGHTER, BRITTANY L		01/25/2026	02/07/2026	05328404	
IDENTIFICATION NO.		DEPARTMENT		PAYEE NAME		PERIOD BEGIN	PERIOD END	ADVICE NO
EARNINGS	PAY RATE	HRS/UNITS	CURRENT AMOUNT	YEAR TO DATE	DEDUCTIONS	CURRENT AMOUNT	YEAR TO DATE	
RgHourly	85.000	18.67	1586.95	8647.90	CA W/H	71.36	284.66	
StSPyOut	85.000	10.00	850.00	850.00	CADI	35.50	142.62	
Overtime	42.500	2.67	113.48	615.73	FIT	211.52	840.36	
QuartFee	100.000		100.00	100.00	Medicare	38.45	154.45	
Overtime	1.130		1.13	0.00	Soc Sec	164.40	660.39	
Hol Wrkd				437.75	401K %	265.16	1065.14	

During the January 25, 2026 - February 7, 2026 pay period, Plaintiff utilized 10.00 hours of paid sick leave (coded as StSPyOut). During this same period, she also earned a non-discretionary "QuartFee" bonus of \$100. Despite this additional, non-excludable remuneration, Defendants paid the sick leave strictly at Plaintiff's base regular hourly rate of \$85.00. By doing so, Defendants failed to calculate the sick leave payout using either the regular rate of pay for that workweek or a 90-day lookback rate, both of which would have resulted in a higher payout.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Meal Period Premium Wages **Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the covered employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459.

Defendants systematically failed to comply with California's meal period requirements. Plaintiff and the covered employees routinely experienced missed, late, short, and interrupted meal periods to keep up with the high demands of the job. Due to Defendants' chronic understaffing and the operational realities of direct patient care, taking compliant, duty-free meal periods was often impossible. Further, as stated above, Defendants required Plaintiff and the covered employees to clock out and record compliant meal periods. Defendants' management then coerced employees into signing attestations following every shift stating that a meal period opportunity was "available," despite knowing that no actual opportunity for a duty-free meal period existed. As a direct result of these practices, Plaintiff consistently ate meals at her desk while actively caring for patients, yet remained clocked out and entirely uncompensated for this working time. This practice was uniform and widespread among the covered employees.

When Plaintiff and the covered employees experienced these missed, late, short, or interrupted meal periods, Defendants failed to pay all meal period premiums as required by Labor Code section 226.7

To the extent Defendants ever paid meal period premiums, they failed to pay them at the lawful "regular rate of compensation," systematically omitting non-discretionary bonuses and other remuneration from the calculation as required under California law.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the covered employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

Due to Defendants' policies and chronic understaffing mentioned in the previous sections, Plaintiff and the covered employees routinely experienced missed and non-compliant rest periods. Continuous patient care demands, high patient volume, and a lack of adequate coverage made it virtually impossible for Plaintiff and the covered employees to step away from their duties without negatively impacting patient care.

When Plaintiff and the covered employees experienced these missed rest periods, Defendants failed to pay all rest period premiums owed. Furthermore, to the extent Defendants ever paid rest period premiums, they failed to pay them at the lawful "regular rate of compensation." Instead, Defendants systematically omitted non-discretionary bonuses and other eligible remuneration from the calculation.

Below is an illustrative example of this practice:

CHASE DENNIS EMG MED GROUP INC				Salary Class Hourly		Process Level CDG01	
000351867	17355	SLAUGHTER, BRITTANY L		10/18/2025	10/31/2025	05227721	
IDENTIFICATION NO.	DEPARTMENT	PAYEE NAME		PERIOD BEGIN	PERIOD END	ADVICE NO	
EARNINGS	PAY RATE	HRS/UNITS	CURRENT AMOUNT	YEAR TO DATE	DEDUCTIONS	CURRENT AMOUNT	YEAR TO DATE
RgHourly	85.000	36.60	3111.00	68313.65	CA W/H	143.08	3860.30
Overtime	42.500	4.33	184.03	6318.78	CADI	43.46	1039.58
QuartFee	125.000		125.00	356.30	FIT	373.73	9880.09
RestPrem	85.000		85.00	1955.00	Medicare	50.99	1219.58
Overtime	42.519	0.27	11.48	0.00	Soc Sec	218.02	5214.74
StSPyOut				2550.00	401K %	351.65	8410.87
MealPrem				1785.00			
ShiftFee				1600.00			
Training				600.00			
Hol Wrkd				425.00			
Meeting				175.00			
DoubleOT				30.02			

During the October 18, 2025 - October 31, 2025 pay period, Plaintiff earned a non-discretionary “QuartFee” bonus of \$125.00. During that same period, Plaintiff also received a rest period premium (RestPrem). Despite the concurrent payment of non-excludable remuneration, Defendants paid the rest period premium strictly at Plaintiff’s base regular hourly rate of \$85.00. By failing to incorporate the non-discretionary bonus into the regular rate of compensation, Defendants paid a legally deficient rate. On information and belief, Defendants’ failure to pay Section 226.7 premiums at the lawful regular rate of compensation was systemic and common among the covered employees.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment **Violation of Labor Code §§ 204, 204b, 210**

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the covered employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil

penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants 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. Specifically, because Defendants failed to accurately calculate the regular rate of pay for overtime, double time, and paid sick leave, and further failed to compensate employees for off-the-clock work and missed meal and rest periods, Plaintiff and the covered employees were chronically underpaid on their designated paydays.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment **Violation of Labor Code §§ 201, 202, 203, 256**

Defendants violated Labor Code sections 201, 202, and 203 with respect to the covered employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours’ notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours’ notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to covered employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203. As detailed in the preceding sections, Defendants systematically failed to pay Plaintiff and the covered employees all wages legally owed during their employment. Because Defendants utilized unlawful Regular Rate of Pay (RROP) calculations, failed to compensate employees for off-the-clock work, and failed to pay lawful meal and rest period premiums, the covered employees continuously accrued unpaid wage balances.

Consequently, when Plaintiff and the covered employees separated from their employment with Defendants, their final paychecks were inherently deficient. Defendants failed to timely

tender these outstanding wages and premiums upon separation as required by Labor Code sections 201 and 202. Furthermore, Defendants failed to pay the corresponding statutory waiting time penalties for these late and incomplete payments.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the covered employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing showing:” (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the covered employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Plaintiff and the covered employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and the covered employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unreimbursed Employee Expenses
Violation of Labor Code §§ 2802, 2804

Defendants violated Labor Code section 2802 with respect to the covered employees by failing to reimburse the covered employees for all necessary expenditures or losses incurred as part of their job duties.

Labor Code section 2802 requires an employer to “indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” *See, e.g., Espinoza v. West Coast Tomato Growers, LLC*, 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

Labor Code section 2804 affirms that “[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

As a matter of uniform policy and practice, Defendants required Plaintiff and the covered employees to incur costs for work-related purposes without full reimbursement. Specifically, Defendants compelled Plaintiff and the covered employees to utilize their personal cell phones and data plans to perform essential job functions. Employees were explicitly required to use their personal devices to access the “Deputy” application to track and log their daily work hours. Additionally, Defendants required Plaintiff and the covered employees to use the “GroupMe” platform on their personal cell phones to facilitate essential, daily communications with management and colleagues.

Despite mandating the use of personal devices to carry out these necessary administrative and operational duties, Defendants failed to provide a cell phone stipend or any other form of reimbursement to offset these business-related expenditures.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and the covered employees.

Labor Code section 1174 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.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unlawful Employment Condition
Violation of Labor Code § 432.5

Defendants violated Labor Code section 432.5 with respect to Plaintiff and the covered employees by requiring that they agree to an unlawful term or condition in writing during their employment.

Labor Code section 432.5 states that “[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.”

Business and Professions Code 16600 provides that “every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void.” Defendants required that Plaintiff and the covered employees sign non-solicitation agreements restricting their ability to accept certain work on behalf of themselves or other employers. As such, Defendants violated California Labor Code section 432.5 by requiring that Plaintiff and the covered employees sign non-competition agreements prohibited by California law.

In direct violation of Labor Code section 432.5, Defendants required Plaintiff and the covered employees to sign employment agreements containing restrictive covenants that Defendants knew or should have known were strictly prohibited by California law.

Specifically, as a condition of employment, Defendants required Plaintiff to sign a Medical Professional Employment Agreement containing the following "Noninterference" provision:

13. Noninterference. Professional acknowledges that Company has a protectable business interest in its relationships with Facilities, and with employees and contractors of Company, all of which have been developed by Company at Company's considerable effort and expense. Therefore, Professional agrees that during the term of this Agreement and for one (1) year following expiration or termination of this Agreement for any reason, Professional will not, either individually, or in conjunction with any other person, entity or third party, directly or indirectly solicit employees and contractors of Company to work for Professional or any other person or entity, which prohibited activity shall include encouraging or inducing any employees and contractors of Company to terminate or modify their relationship with Company or its divisions or its affiliated companies. Further, Professional agrees not to use the Company's trade secret and confidential information, directly or indirectly or solely or in conjunction with another person or entity, in competing with Company or its divisions or its affiliated companies, after Professional separates from employment. Nothing in this paragraph allows Professional to avoid complying with the Uniform Trade Secrets Act or any comparable and applicable state law. Company is relying upon these covenants in entering into this Agreement. In the event of a breach of these covenants, Company shall be entitled to injunctive relief, in addition to such other relief as may be proper. If a court determines that these covenants are unreasonable, Company may enforce these covenants under such terms found to be reasonable by such court.

This non-solicitation and noninterference clause unlawfully restrains employees for one year following the termination of the employment relationship. By contractually prohibiting departing employees from soliciting, encouraging, or inducing any company employees or contractors to work elsewhere, Defendants unlawfully restricted the professional mobility of both the departing employees and current employees in clear violation of Business and Professions Code section 16600.

By requiring Plaintiff and the covered employees to sign this unlawful restrictive covenant as a condition of employment, Defendants systematically violated Labor Code section 432.5.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Retaliation **Violation of Labor Code § 1102.5**

Defendants violated Labor Code section 1102.5 by retaliating against Plaintiff and potentially other covered employees due to their protected complaints regarding the Labor Code violations listed above.

Labor Code section 1102.5 prohibits an employer from retaliating against an employee for disclosing information to a person with authority over the employee, or to another employee who has the authority to investigate, discover, or correct the violation, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

Specifically, during her employment and explicitly within her formal notice of resignation, Plaintiff raised protected concerns to her supervisors, Human Resources, and management regarding multiple systemic issues. These included the aforementioned Labor Code violations, harassment, and understaffing practices that led to inadequate patient care.

Shortly after Plaintiff raised these protected concerns, Defendants subjected Plaintiff to a series of retaliatory adverse employment actions. These actions included drastically altering Plaintiff's schedule by condensing 60 hours of work into a single week and intentionally assigning her overnight shifts, which she had not been scheduled to work in several years. Furthermore, Defendants punished Plaintiff for utilizing accrued, protected California paid sick time by deleting her from the schedule for all her remaining shifts. This retaliation also involved prematurely removing Plaintiff from the staff communication channel before the end of her employment and publicly broadcasting her lawful use of sick leave to her colleagues.

Plaintiff believes and thereon alleges that these adverse employment actions were taken in direct retaliation for her opposition to Defendants' unlawful practices. Pursuant to Labor Code section 1102.5(f), Defendants are liable for a civil penalty of up to \$10,000 per violation with respect to Plaintiff and for each covered employee whom Defendants similarly retaliated against.

Attorneys' Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of the covered employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the covered employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the covered employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the covered employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

A handwritten signature in blue ink, reading "Andrew T. Katseanes". The signature is fluid and cursive, with the first name "Andrew" and last name "Katseanes" clearly visible. The signature is positioned above the printed name.

Andrew T. Katseanes

Cc Plaintiff Brittany Slaughter
Nicole Lannuzzelli, HR Representative, nicole_lannuzzelli@teamhealth.com