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June 9, 2026

For Online Filing

Labor and Workforce Development Agency
Attn: PAGA Administrator
800 Capitol Mall, Suite 5000
Sacramento, CA 95814

**Re: *Nicole Zamora and Alison Paulson v. Telecare Corporation*
Notice of Labor Code Violations Pursuant to Cal. Lab. Code § 2699.3(a)**

Dear PAGA Administrator:

As counsel for, and on behalf of, Nicole Zamora and Alison Paulson (hereinafter collectively referred to as “Claimants”), I am writing to provide you and the following employer (hereafter “Defendant”) notice pursuant to California Labor Code section 2699.3:

Telecare Corporation
Attn: Amanda Garcia
330 N. Brand Blvd.
Glendale, CA 91203

Telecare Corporation
Attn: Legal Department
1080 Marina Village Pkwy, Suite 100
Alameda, CA 94501

I am setting forth the facts and theories to support each of the alleged violations described within this letter. Please notify us of your intent to investigate any or all of the claims alleged herein against any of the above identified Defendant(s). Should you decide not to investigate, we request that you allow us to seek civil penalties on behalf of the Labor Commissioner, Claimants, and all current and former aggrieved employees, pursuant to California Labor Code section 2699(a). A \$75.00 filing fee is being submitted to Department of Industrial Relations, Accounting Unit, 455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94102.

A. FACTS

Defendant employed Claimants and other aggrieved employees as non-exempt, hourly employees in California. Defendant employed Claimant Nicole Zamora as a Recovery Specialist from on or about June 9, 2025 through on or about December 29, 2025. Defendant employed Claimant Alison Paulson as a Recovery Specialist from on or about June 30, 2025 through on or about December 18, 2025.

During the relevant period, Defendant did not allow Claimants and other aggrieved employees to take their statutorily required meal periods. Defendant failed to provide Claimants and other aggrieved employees a 30-minute, duty-free meal period before the end of the fifth hour of work as required under the law. Due to chronic understaffing, Claimants and other aggrieved employees were regularly required to remain on the floor and were not relieved of all duty for their meal periods. To illustrate, Claimants Zamora and Paulson were frequently the sole non-exempt employee on the floor and, as a result, were unable to take compliant, duty-free meal periods. Defendant failed to pay Claimants and other aggrieved employees all meal period premiums owed for these violations.

Defendant also failed to provide rest periods to Claimants and other aggrieved employees for every four hours worked or major fraction thereof. Due to chronic understaffing and the constant demands of the job, Claimants and other aggrieved employees were unable to take compliant ten-minute rest periods during their shifts. Management was aware this was occurring and failed to ensure rest periods were authorized and permitted. Defendant failed to pay Claimants and other aggrieved employees all rest period premiums owed.

Claimants and other aggrieved employees regularly worked in excess of eight (8) hours in a day and/or forty (40) hours in a week. Despite this, Defendant failed to pay Claimants and other aggrieved employees all overtime wages owed.

Additionally, Claimants and other aggrieved employees were required to incur business-related expenses and were not reimbursed. For example, Claimants and other aggrieved employees were required to use their personal cell phones for business purposes, including to access Defendant's email system and to send and receive work-related communications, but were not reimbursed by Defendant.

As a result of the violations described above, Defendant failed to provide Claimants and other aggrieved employees with legally compliant wage statements that accurately reflected all hours worked, overtime wages owed, and meal and rest period premiums. Consequently, Claimants and other aggrieved employees were deprived of the information necessary to determine the wages owed to them from their wage statements alone.

Defendant failed to timely pay all final wages owed to Claimants and other aggrieved employees upon separation from employment, including without limitation unpaid overtime and unpaid missed meal and rest break premium pay within seventy-two hours of their separation from employment.

Additionally, Claimants engaged in protected activity by disclosing and complaining about conduct they reasonably believed to be unlawful, and Defendant retaliated against them for doing so. For example, Claimant Paulson reported unlawful conduct through Defendant's internal complaint channels. Within days of her complaints, Defendant subjected Claimant Paulson to adverse employment action, including pretextual discipline, culminating in her constructive discharge. Claimant Zamora likewise reported conduct she reasonably believed to be unlawful,

including unsafe and unlawful workplace conditions and Defendant's failure to address her complaints, and Defendant retaliated against her, culminating in the termination of her employment. Defendant retaliated against Claimants and other aggrieved employees for engaging in protected activity in violation of the California Labor Code.

B. VIOLATIONS OF THE CALIFORNIA LABOR CODE EXPERIENCED BY CLAIMANTS AND OTHER AGGRIEVED EMPLOYEES

Violation of California Labor Code §§ 510, 1194; IWC Wage Order No. 5-2001, § 3 (Failure to Pay Overtime Wages)

California Labor Code sections 510 and 1194 require employers to pay employees overtime for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay overtime for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Claimants and other aggrieved employees worked over eight (8) hours per day and/or forty (40) hours per week and were not paid all overtime wages owed. Claimants and other aggrieved employees are entitled to recover all unpaid overtime wages.

Violation of California Labor Code §§ 226.7, 512, and IWC Wage Order No. 5-2001, § 11(A) (Failure to Provide Meal Periods)

California Labor Code sections 226.7 and 512 and IWC Wage Order No. 5-2001, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. For the reasons stated above, Claimants and other aggrieved employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay meal period premiums for its failure to provide compliant meal periods, in violation of the California Labor Code.

Violation of California Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 12(A) (Failure to Provide Rest Periods)

California Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Claimants and other aggrieved employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendant also failed to pay rest period premiums for its failure to provide compliant rest periods, in violation of the California Labor Code.

Violation of California Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

California Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if

the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendant failed to comply with these requirements with respect to Claimants and other aggrieved employees in violation of the California Labor Code.

Violation of California Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

California Labor Code section 2802(a) states that “An employer shall 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.” For the reasons stated above, Defendant failed to pay required reimbursements to Claimants and other aggrieved employees for required business expenses, including the use of their personal cell phones for work, in violation of the California Labor Code.

Violation of California Labor Code §§ 204, 210 (Failure to Timely Pay All Wages Owed)

California Labor Code section 204 provides that all wages earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. As described above, Defendant failed to timely pay all wages, including overtime wages and break premiums, owed to Claimants and other aggrieved employees during their employment in violation of the California Labor Code.

Violation of California Labor Code §§ 201–203 (Failure to Pay Final Wages)

California Labor Code sections 201–203 require that all wages, including overtime wages, and meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Claimants and other aggrieved employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by California Labor Code sections 201–203. This is in violation of the California Labor Code.

Violation of California Labor Code § 1102.5 (Whistleblower Retaliation)

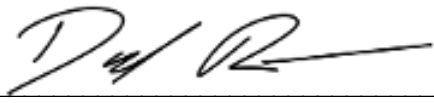
California Labor Code section 1102.5 prohibits employers from retaliating against an employee who discloses, or refuses to participate in, an activity that the employee reasonably believes is in violation of a state or federal statute, or a violation or noncompliance with a local, state, or federal rule or regulation. Cal. Lab. Code § 1102.5(b), (c). For the reasons stated above, Defendant retaliated against Claimants for disclosing activities that she reasonably believed violated state or federal law, rule, or regulation. This is in violation of the California Labor Code.

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If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact my office. Pursuant to Labor Code section 2699.3, please notify Defendant(s) and this law office within 60 calendar days of the postmark date of this notice whether the Agency intends to investigate the alleged violations.

Very truly yours,

By: 
Daniel E. Richardson
RICHARDSON EMPLOYMENT LAW, P.C.