



July 21, 2026

VIA ONLINE SUBMISSION

(www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)
California Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

VIA CERTIFIED U.S. MAIL

Medical Solutions, LLC
Attn: Steve Pedersen, Chief Legal Officer
1010 N. 102nd Street., Suite 300
Omaha, NE 68114

Re: Medical Solutions, LLC—PAGA Exhaustion

To the Labor Workforce Development Agency and Medical Solutions, LLC's Agent for Service of Process:

Shavitz Law Group represents Sonia Calderon, who is a former employee of Medical Solutions, LLC ("Medical Solutions"). The purpose of this letter is to satisfy Labor Code § 2699.3 by providing notice to the Labor Workforce Development Agency and the employer.

Within the last year, Calderon was employed by Medical Solutions as a Recruiter, and was classified as salaried-exempt. Calderon alleges that Medical Solutions violated various California Labor Code provisions with respect to her working conditions and other similarly-situated aggrieved Recruiters during the applicable limitations period. Specifically, Calderon alleges that Medical Solutions violated the following California Labor Code provisions:

1. Cal. Labor Code §§ 510, 1194 and the applicable IWC Wage Order (overtime wages);
2. Cal. Labor Code §§ 512, 226.7 and the applicable IWC Wage Order (missed meal and rest periods);
3. Cal. Labor Code §§ 226, 1174, 1174.5 (failure to furnish inaccurate, itemized wage statements); and
4. Labor Code §§ 201, 202 and 203 (waiting time penalties).

Relevant Facts and Labor Code Violations

Medical Solutions is a healthcare recruiter for hospitals and hospital systems across the United States, which employs recruiters in California. Medical Solutions employed Calderon as a Recruiter during the applicable limitations period. Calderon regularly worked over 40 hours a week. However, she and other Recruiters were not paid overtime compensation because Medical Solutions classified all of its Recruiters as exempt from overtime. Recruiters' (including Claimant's) primary duties were non-exempt in nature. Their duties included reviewing Medical Solutions' business clients'

requirements for candidates, searching for potential candidates on websites such as LinkedIn and Indeed, and presenting the potential candidates to Medical Solutions' clients.

1. Labor Code §§ 510 & 1194. Labor Code § 510 requires employers to pay 1.5 times the regular hourly rate for work performed over 8 hours in a day or over 40 hours in a week. *Id.* Section 1194 permits an employee to maintain a civil action for unpaid overtime wages. Medical Solutions' Recruiters routinely work more than 40 hours per week or 8 hours per day without receiving overtime pay. Medical Solutions does not pay its Recruiters overtime pay because it contends they are exempt under California law. However, Medical Solutions' Recruiters do not qualify for any exemption because they are primarily engaged in non-managerial work.
2. Labor Code §§ 512, 226, IWC Wage Order 4-2001, Subd. 11 & 12. Because they have been misclassified as exempt employees, Recruiters are not provided with their required meal and/or authorized and permitted rest periods, in violation of Labor Code § 512 and Wage Order 4-2001, sections 11 and 12. Due to Medical Solutions' failure to provide meal periods or authorize and permit rest periods, or legally-compliant ones, Recruiters are due one hour of premium pay for each missed meal and rest period per day.
3. Labor Code §§ 226 and 1174. Medical Solutions did not provide Recruiters with wage statements containing the information required by Labor Code § 226(a) and 1174, including the total hours worked by the employee, all applicable hourly rates, and all hours worked at each rate.
4. Labor Code §§ 201, 202 and 203. Because Recruiters were misclassified as exempt, they were not paid all their wages due and owing at time of termination in violation of Labor Code §§ 201 and 202. Such wages include straight time, overtime, and meal and rest break premiums. As a result, formerly employed Recruiters are owed waiting time penalties pursuant to Labor Code § 203.

As a result of these violations, Calderon intends to seek penalties on behalf of herself and all Medical Solutions' Recruiters who were employed in California during the applicable limitations period. Calderon will seek, as appropriate, default penalties under Labor Code § 2699(f)(2) or the specific penalty amount set forth in the Labor Code.

Pursuant to Labor Code § 2699.3, the filing fee is being paid with this notice and a copy of this letter is being sent *via* certified mail to Medical Solutions through its agent for service of process. We look forward to determining whether the Labor Workforce Development Agency intends to take any action in reference to these claims. We kindly ask that you respond to this notice according to the time frame contemplated by section 2699.3.

Very truly yours,

Camar Jones (cjones@shavitzlaw.com)