

July 10, 2026

ELECTRONICALLY FILED
AND U.S.P.S. CERTIFIED MAIL –
RETURN RECEIPT REQUESTED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
Email: PAGAFilings@dir.ca.gov

Re: Private Attorneys General Act of 2004 Notice
Employee: Carla Cosey
Employer: Mission Hospital Regional Medical Center; Providence St. Joseph Health, and Other Related Entities

Dear PAGA Administrator:

Pursuant to Cal. Lab. Code § 2699.3(a), Carla Cosey (“Plaintiff”) hereby notifies the California Labor & Workforce Development Agency (“LWDA”) that she intends to seek penalties and injunctive relief pursuant to Cal. Lab. Code §§ 2699(a), (e), (f), and (k) against Mission Hospital Regional Medical Center (“Mission”), Providence St. Joseph Health (“Providence”) (collectively “Employers” or “Defendants”), and any unknown related entities involved in the violations alleged, for their violations of the California Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Order(s), including, but not limited to:

- Cal. Lab. Code §§ 204, 510, 1182.12, 1194, 1197, and 1198 (violations regarding payment of wages, including timeliness, overtime pay, and minimum wage);
- Cal. Lab. Code §§ 204, 226.7, 512, and 1198 (failure to authorize, permit, and/or make available meal and rest periods, or pay premium wages);
- Cal. Lab. Code § 226 (failure to provide accurate itemized wage statements).
- Cal. Lab. Code § 1174 (failure to maintain accurate records); and
- Cal. Lab. Code §§ 201-203 (failure to pay all wages due upon termination).

Throughout the Relevant Period, Defendants committed, and continue to commit the acts herein alleged maliciously, fraudulently, and oppressively against Plaintiff and Aggrieved Employees.¹

Background of Defendants:

Upon information and belief, Mission Hospital Regional Medical Center is a California Non-Profit Corporation, with its principal place of business in Mission Viejo, California. Mission

¹ “Relevant Period” includes the one-year period preceding the date of this letter. “Aggrieved Employees” has the same meaning as defined in Cal. Lab. Code § 2699(c)(1).



Hospital is registered to do business in California and conducts extensive operations throughout its locations in California.

Upon information and belief, Providence St. Joseph Health is a Washington Non-Profit Corporation, with its principal place of business in Renton, Washington. Providence is registered to do business in California and conducts extensive operations throughout its locations in California.

Defendants jointly exercised control over Plaintiff and Aggrieved Employees with respect to their employment. Defendants employ Plaintiff and Aggrieved Employees because Defendants, directly or indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of Plaintiff and Aggrieved Employees.

Background of Plaintiff:

Plaintiff Carla Cosey was employed as a Surgical Technologist from approximately June 27, 2022 to July 10, 2025. Plaintiff was compensated at a rate of \$35.78 per hour plus shift differentials. Plaintiff worked approximately forty hours a week or more.

Failure to Timely Provide Earned Wages and to Pay Minimum Wages and Overtime Wages

Upon information and belief, Defendants deny Plaintiff and Aggrieved Employees proper compensation for all hours worked, including minimum wage and overtime. Plaintiff and Aggrieved Employees are regularly required to perform work while off-the-clock. For instance, Defendants require Plaintiff and Aggrieved Employees to remain on Defendants' premises throughout their off-the-clock meal periods. Plaintiff and Aggrieved Employees are also required to carry mobile devices that they must attend to and respond to calls from Defendants' employees at all times, including while off-the-clock for their 30-minute meal periods. As a matter of policy, Defendants do not record such time as hours worked. This time spent working while off-the-clock goes unrecorded and uncompensated even though it should be compensated at minimum wage and/or overtime rates under California law, giving rise to minimum wage and overtime violations. Upon information and belief, Defendants, across California, institute a similar policy of not compensating employees for time worked that results in hundreds of Aggrieved Employees performing services for the benefit of Defendants while off-the-clock. Defendants' failure to timely pay wages was/is willful and/or intentional.

Upon information and belief, Defendants have a policy and practice of failing to account for all payment of shift differentials when calculating Plaintiff and Aggrieved Employees' regular rate of pay for purpose of paying overtime wages. Indeed, Defendant implements a policy where employees are paid shift differentials for working evening and night shifts. These shift-differentials are non-discretionary and calculated according to a predetermined formula. However, Defendants do not account all shift differentials earned when calculating Plaintiff and Aggrieved Employees' regular rates of pay. As a result, Defendants unlawfully underpays overtime wages at the requisite regular rate. This practice violates California Labor Code sections 510, 226.7, 1194, and the applicable Wage Orders, and has resulted in systemic underpayment of wages to Plaintiff and Aggrieved Employees. Defendants' failure to pay wages to Plaintiff and other former Aggrieved Employees at the regular rate or overtime rate incorporating shift differentials was/is willful and/or



intentional.

Failure to Provide Compliant Meal & Rest Breaks, or Premium Wages

Defendants fail to provide compliant meal and rest breaks to Plaintiff and Aggrieved Employees. Defendants' policies, practices, and procedures cause Plaintiff and Aggrieved Employees to systematically miss their meal and/or rest breaks yet, do not provide them with premium payments. Defendants' purported meal waiver agreements are invalid and unenforceable under applicable law. Defendants require Plaintiff and Aggrieved Employees to remain on Defendants' premises throughout their meal and rest periods. Plaintiff and Aggrieved Employees are also frequently denied meal and/or rest breaks for two (2) reasons: (i) Defendants do not authorize, permit, and/or make available timely meal and/or rest breaks to Plaintiff and Aggrieved Employees; and/or (ii) Plaintiff and Aggrieved Employees are required to remain on-call and therefore their meal and rest breaks are interrupted or not free from Defendants' control. When Plaintiff and Aggrieved Employees do attempt to take a meal break, it is often short, subject to interruption, and/or untimely, *i.e.*, after the end of the fifth hour of work. As a result, Plaintiff and Aggrieved Employees are not provided with duty-free, uninterrupted, and timely thirty-minute meal periods by the end of the fifth hour of work.

During purported meal breaks, Plaintiff and Aggrieved Employees are required to respond to work-related duties, including going to the laboratory, opening doors for labor and delivery patients, assisting with cesarean section procedures, and performing other patient-care responsibilities. Plaintiff and Aggrieved Employees are also required to carry mobile devices during their meal periods and remain available to respond to work-related communications and requests, preventing Plaintiff and Aggrieved Employees from taking uninterrupted, off-duty meal periods.

Additionally, Plaintiff and Aggrieved Employees are not provided with uninterrupted, ten-minute rest periods, during which they should be completely relieved of any duty, by the end of the fourth hour of work, and again, by the end of the eighth hour of work.

Further, on days when Plaintiff and Aggrieved Employees work longer shifts of ten hours or more, Plaintiff and Aggrieved Employees are not authorized to take a second meal break before the tenth hour of work. As a result, Plaintiff and Aggrieved Employees are not provided with duty-free, uninterrupted, and timely thirty-minute meal periods by the end of the tenth hour of work.

Defendants also failed and continue to fail to pay Plaintiff and other Aggrieved Employees one additional hour of pay at their regular rate of compensation for each workday that a compliant meal or rest period is not provided. Defendants' failure to timely pay earned premium wages for missed and/or noncompliant meal and rest periods was/is willful and/or intentional.

Failure to Provide Timely & Itemized Wage Statements:

As outlined above, Plaintiffs and Aggrieved Employees perform a substantial amount of work which goes uncompensated because Defendants fails to pay for unrecorded work completed during off-the-clock meal periods, and fails to include shift differentials in the regular rate used to calculate overtime wages. Therefore, Plaintiffs and Aggrieved Employees do not receive accurate, itemized wage statements in accordance with Labor Code §226. Defendants knowingly and



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intentionally fail to provide a wage statement that omits and/or inaccurate states the gross wages earned, net wages earned, and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.”

Plaintiff and the Aggrieved Employees' wage statements failed to accurately reflect earned wages, overtime wages and meal/rest period premiums paid at the applicable rates of pay. Specifically, the wage statements did not accurately reflect all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate because Defendants excluded shift differentials from the regular rates of pay used to calculate overtime compensation and meal/rest period premiums. For example, in Plaintiff's wage statement, the total gross and net wages earned are inaccurate because they do not include premium wages earned for missed and non-compliant meal and rest periods, and do not include overtime/ and wages earned for work performed outside of scheduled hours.

Therefore, Plaintiff and Aggrieved Employees do not receive accurate, itemized wage statements in accordance with Labor Code § 226. Defendants' failure to timely pay these wages is knowing and intentional, as Defendants are aware of the facts that caused the violation and systematically made the above omissions and inaccurate statements.

Failure to Timely Pay All Wages Following Separation from Employment

As a consequence of Defendants' failure to pay for all hours worked, including minimum wage and overtime premiums, failure to pay premiums for missed, interrupted and/or untimely meal and rest periods, Plaintiff and Aggrieved Employees do not receive all wages owed during employment and upon separation from employment. Defendants' failure to timely pay earned wages to Plaintiff and other former Aggrieved Employees was/is willful and/or intentional.

Very Truly Yours,

**SCHNEIDER WALLACE
COTTRELL KIM LLP**


Carolyn H. Cottrell
Attorney at Law
Admitted in California



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cc via U.S.P.S. Certified Mail with Returned Receipt Requested:

Mission Hospital Regional Medical Center

c/o Agent for Service of Process
CT Corporation System
330 N Brand Blvd
Glendale, CA 91203

Providence St. Joseph Health

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330 N Brand Blvd
Glendale, CA 91203