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December 11, 2023

Via Electronic Submission

Labor and Work Force Development Agency
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Floor
San Francisco, CA 94102

Via Certified Mail

Lyra Health Inc.
270 East Ln
Burlingame, CA 94010

Lyra Health Inc.
287 Lorton Avenue
Burlingame, CA 94010

Re: Christine Marie Pina v. Lyra Health Inc.

Dear Labor Commissioner:

This letter is sent pursuant to the Private Attorneys General Act (“PAGA”), incorporated in Labor Code sections 2698, 2699 *et seq.*, on behalf of Ms. Christine Marie Pina (“Plaintiff”). We ask that all further communication regarding this matter be directed to my attention at the address located on this letterhead and that no contact be made directly with Plaintiff.

I. FACTS & NATURE OF THE DISPUTE

This is a wage and hour labor dispute. Plaintiff’s intent is to pursue a representative action against Lyra Health Inc. and all related persons and/or entities, including, but not limited to, subsidiaries and parent companies (collectively “Defendant”) on behalf of the state of California for violations committed against Plaintiff and all current and former aggrieved employees (Plaintiff and all current and former aggrieved employees are hereinafter collectively referred to as “Aggrieved Employees”) pursuant to the PAGA.

II. NATURE OF DISPUTE

The Aggrieved Employees have several legal claims against Defendant for violations of Labor Code sections 201, 202, 203, 204, 226, 226(a), 226(a)(1), 226(a)(2), 226(5), 226(a)(9), 226.7, 226.7(a), 226.7(b), 226.7(c), 246, 246(a), 246(b), 246(c), 246(i), 246(l), 510, 512, 1197, 1198, 2698, and 2699 et seq.

Defendant violated Labor Code sections 246 and 246(l). Upon information and belief, Defendant failed to pay the Aggrieved Employees all wages and entitlements due under the Labor Code, including but not limited to compensating its employees for use of their sick leave pursuant to the correct rate mandated in Labor Code section 246 and 246(l). Upon information and belief, Defendant failed to appropriately factor in additional compensation (e.g. bonus etc.) for purposes of computing the appropriate rate of pay for sick leave wages. This violation resulted in an underpayment of sick pay wages to the Aggrieved Employees which also resulted in derivative violations of other Labor Code sections including, but not limited to, Labor Code sections 201, 202, 203, 204, 226(a), 226(a)(1), 226(a)(5), and 226(a)(9).

Upon information and belief, Defendant violated Labor Code sections 246, 246(a), 246(b), and 246(c) by failing to provide paid sick leave to Aggrieved Employees. Upon information and belief, Defendant also violated Labor Code section 246(i) by failing to provide a written notice or itemized wage statement accurately itemizing the available paid sick leave hours.

Defendant violated Labor Code sections 510 and 1198. Upon information and belief, Aggrieved Employees were not paid for all overtime hours worked for Defendant. By way of example, Defendant failed to properly provide Aggrieved Employees with overtime pay for hours worked in excess of eight hours in a workday and/or hours worked in excess of 40 hours in one workweek. Additionally, Defendant violated Labor Code sections 510 and 1198 because it failed to pay Aggrieved Employees all wages and entitlements due under Labor Code section 510, including but not limited to compensating such employees at the appropriate regular rate of pay where necessary for all overtime hours worked. This resulted from Defendant's failure to appropriately factor in any additional nondiscretionary payments and compensation (e.g. bonuses etc.) by Aggrieved Employees for the purpose of computing the regular rate of pay. In turn, this resulted in an underpayment of wages for all those hours that required Defendant to issue payment at the regular rate of pay or a multiple thereof, including but not limited to overtime hours worked as mandated in Labor Code section 510. These violations resulted in an underpayment of wages to the Aggrieved Employees which also resulted in derivative violations of other Labor Code sections including, but not limited to, Labor Code sections 201, 202, 203, 204, 226(a), 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Defendant violated Labor Code section 1197. Upon information and belief, Defendant failed to properly provide Aggrieved Employees with minimum wages for all hours worked. By way of example, Aggrieved Employees would work many hours without getting compensated for the hours worked. This violation resulted in an underpayment of wages to the Aggrieved Employees which also resulted in derivative violations of other Labor Code sections including, but not limited to, Labor Code sections 201, 202, 203, 204, 226(a), 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Defendant violated Labor Code sections 512, 226.7, and 226.7(b). Upon information and belief, Defendant failed to provide Aggrieved Employees with meal and rest periods in violation of Labor Code sections 512, 226.7, 226.7(a), 226.7(b), and the applicable Wage Order. By way of example, Aggrieved Employees regularly worked shifts beyond five hours yet were not relieved for compliant meal and rest periods under California law.

Defendant violated Labor Code sections 226.7, and 226.7(c). Upon information and belief, Defendant failed to pay Aggrieved Employees all wages and entitlements due under Labor Code sections 226.7 and 226.7(c), including meal and rest premiums at the appropriate regular rate of pay, for each workday that meal and/or rest periods were not provided. By way of one example, on those occasions where Defendant issued meal/rest premiums to aggrieved employees, they were not issued at the appropriate regular rate of pay because Defendant failed to account for all nondiscretionary earnings (e.g. bonuses etc.) during the period wherein Defendant issued meal/rest premiums. This violation resulted in an underpayment of wages to the Aggrieved Employees which also resulted in derivative violations of other Labor Code sections including, but not limited to, Labor Code sections 201, 202, 203, 204, 226(a), 226(a)(1), 226(a)(5), and 226(a)(9).

Upon information and belief, Defendant failed to provide the Aggrieved Employees with accurate wage statements. In particular, the wage statements failed, among other things, to accurately state the gross and net wages, the total hours worked, and all applicable hourly rates in effect during the pay period and corresponding hours worked in violation of Labor Code section 226 subdivisions (a)(1), (a)(2) (a)(5), and (a)(9). By way of example, Defendant violated Labor Code section 226 (a)(1), (a)(5), and (a)(9) because it failed to accurately pay all overtime, sick leave, and meal/rest premium wages. Furthermore, Defendant violated Labor Code section 226 (a)(2) because it failed to state or failed to accurately state the total hours worked.

Upon information and belief, Defendant failed to comply with Labor Code section 204 because it failed to timely pay all earned wages, such as overtime, sick leave, and meal/rest premium wages to Aggrieved Employees. This delay resulted in a violation of section 204.

Finally, Defendant violated Labor Code sections 226, 226(b), 226(c), 432, and 1198.5. On July 13, 2023, Plaintiff, through counsel, sent a letter to Defendant, requesting copies of her payroll and personnel records. Despite several follow up requests, Defendant failed to produce the requested records. Accordingly, Defendant violated Labor Code sections 226, 226(b), 226(c), 432, and 1198.5 by failing to produce the requested records.

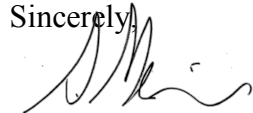
III. CONCLUSION

Please take notice that this letter is intended to exhaust the pre-litigation requirements set forth under Labor code section 2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of section 2699, *et seq.* by seeking redress in court. (Lab. Code, § 2699.3.)

It is Plaintiff's intention to prosecute this matter under Labor Code section 2699 *et seq.* on behalf of the state of California for all alleged Labor Code violations committed by Defendant against the Aggrieved Employees. Plaintiff is seeking the remedies available under the PAGA for the Labor Code violations referenced in this letter, and any others that may be discovered in the course of litigation, should the LWDA not address these matters within the proscribed time period.

We write this letter subject to, and without waiver of, our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Mashiri', with a stylized flourish at the end.

Alex Asil Mashiri, Esq.