

Jesiryl Herrera

**c/o Law Offices of
CHOI & ASSOCIATES
A Professional Law Corporation**
515 S. FIGUEROA ST., SUITE 1250
LOS ANGELES, CA 90071
(213) 381-1515
Fax 213-465-4885

February 15, 2024

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: Herrera, Jesiryl v. Pacific Hematology Oncology Associates

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code § 2699.3 of my claims, individually and on behalf of all aggrieved employees, against my former employer Pacific Hematology Oncology Associates (the "Company"). I allege that:

1. Violated Labor Code §§ 226.7 and 512 by not authorizing and permitting duty-free rest periods to me and other similarly situated employees, nor paying the requisite rest period premium pay of an additional hour of wages. First, employers are subject to a duty to make a good faith effort to authorize. *See Rodriguez v. E.M.E.* 246 Cal. App. 4th 1027, 1036 (2016). Employers cannot combine an employee's rest break with their meal breaks. *Id.* In violation of Labor Code §226.7, the Company combined rest breaks for myself and aggrieved employees with our meal breaks for an eight hour shift. For example, if I and aggrieved employees started our shift at 7:30 a.m., our rest break was provided during a one-hour unpaid meal break from approximately 12:00 p.m. to 1:00 p.m. Thus, we were not provided with a rest break in the middle of our morning work period and were not provided with a second rest break in the middle of our afternoon work period. Further, our rest breaks were not provided within the first 3.5 hours worked, in further violation of Labor Code §226.7. Second, as a separate and independent violation of Labor Code §226.7, Defendant failed to pay wages for our rest breaks because we were required to clock out for a one-hour combined meal and rest breaks.

Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their rest premium wages upon separation of employment and Labor Code § 226(a) as the net/gross wages earned shown on the wage statements were inaccurate due to the wage violations set forth above.

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2. Defendant violated Labor Code §§510 and 1194 by failing to pay hourly wages during our rest breaks. Instead, the Company required us to clock out during our rest breaks. Therefore, the Company failed to pay regular and/or overtime wages.

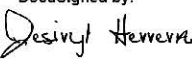
Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their rest premium wages upon separation of employment and Labor Code § 226(a) as the net/gross wages earned shown on the wage statements were inaccurate due to the wage violations set forth above.

The address for the Company is:

Pacific Hematology Oncology Associates
2100 Webster St Ste 225
San Francisco, CA 94115

Please contact my attorney, Edward W. Choi, at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

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Jesiryl Herrera

Cc: Pacific Hematology Oncology Associates (via certified mail)