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August 20, 2024

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA U.S. MAIL AND ELECTRONIC MAIL

Agent for Service of Process for Associated Health Professionals, Inc.:
Mary Anderson
6095 Bristol Parkway 2nd Floor
Culver City CA 90230-6601

Re: **Liliana Sanchezv. Associated Health Professionals, Inc.**

Dear Labor and Workforce Development Agency and Associated Health Professionals, Inc.:

Please allow this correspondence to serve as written notice pursuant to California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Associated Health Professionals, Inc. ("Respondent" or "AHP") and facts and theories in support of said allegations. This firm represents Liliana Sanchez ("Claimant"). This letter is intended to notify you that penalties are sought against Respondent under the Private Attorneys General Act of 2004, Cal. Lab. Code sections 2698 *et seq.*, on behalf of Claimant and all other aggrieved employees. This letter serves as written notice of facts and allegations against Respondent.

Specific Provisions of the California Labor Code Allegedly Violated by Respondents

The specific provisions of the Labor Code allegedly violated by Respondents and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Wage Order.

Facts and Theories Supporting the Allegations Against Respondents

Claimant and other aggrieved employees worked for AHP as non-exempt employees in California. Claimant worked for AHP within the past one-year. Claimant's responsibilities included providing care and other health-related services at medical facilities to patients of AHP, including at multiple facilities in the County of Los Angeles. Other aggrieved employees worked

for Defendant as non-exempt employees at health facilities across California providing nursing and health-related services.

Claimant alleges that it was AHP's policy and practice to require Claimants and other aggrieved employees to work off-the-clock without payment of wages, including during their meal periods. As a result of this policy and practice, AHP failed to pay Claimants and other aggrieved employees the legal minimum wage and overtime wages for all hours worked (in violation of Labor Code §§ 510, 558, 1182.12, 1194, 1194.2, 1197, and 1198). Claimant further alleges that it was AHP's policy and practice to fail to pay accrued sick pay in compliance with Labor Code § 246. Claimants and other aggrieved employees were not paid sick pay on days where they were entitled to sick pay. To the extent such work performed entitled employees to pay at the legal minimum wage rate or at the overtime rate of pay, AHP failed to pay Claimants and other aggrieved employees minimum, overtime, and sick pay for these hours.

Throughout the course of Claimant's employment, AHP failed to provide timely, full, and uninterrupted meal periods when working more than five hours, and a second timely, full, and uninterrupted meal period when working more than ten hours to Claimant and other aggrieved employees as required by Labor Code Sections 226.7 and 512 and section 11 of the applicable Wage Order. Specifically, aggrieved employees' actual meal periods were often short, late or missed due to the overscheduling of shifts, and/or not scheduling relief by other employees at the appropriate intervals to receive timely meal periods. AHP also failed to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees relating to meal period violations.

Additionally, throughout the course of Claimant's employment, AHP has failed to authorize or permit ten-minute (10) rest periods for every four (4) hours or major fraction thereof worked because aggrieved employees were required to work through their rest periods due to overscheduling of shifts, and/or were not being scheduled to be relieved by other employees at the appropriate intervals to receive timely, lawful rest periods. When Claimant and other aggrieved employees did not receive rest breaks, AHP violated Labor Code Section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay.

As a result of, and in addition to, these actions, AHP violated Labor Code sections 226 and 226.3 by failing to provide itemized wage statements that accurately reported the following: (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 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. Furthermore, AHP violated the Labor Code for failing to properly pay all these wages owed throughout Claimant and other aggrieved employees' employment and following the end of these workers' employment with AHP (in violation of Labor Code Sections 201-203, 204, and 210).

Claimants and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of AHP. Claimants and aggrieved employees incurred necessary work expenses out of pocket, including to purchase and maintain uniforms required to perform their job duties with AHP. As such, AHP violated Labor Code §§ 2800 and 2802 by failing to reimburse Claimants and other aggrieved employees for such expenses.

AHP further violated Labor Code Sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by and the wages paid to Claimant and other aggrieved employees (due to the unpaid premium wages for missed meal and rest periods referenced above). Furthermore, AHP violated the Labor Code for failing to properly pay all these wages owed throughout Claimant and other aggrieved employees' employment and following the end of these workers' employment with AHP (in violation of Labor Code Sections 201-203, 204, and 210).

Based on these violations, and any predicate violations subsequently discovered, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. The civil penalties Claimant seeks include those authorized by Labor Code Section 558.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,

AEGIS LAW FIRM



Joseph M. Szilagyi