

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE: (310) 432-0000
FACSIMILE: (310) 432-0001
WWW.LELAWFIRM.COM

December 13, 2024

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

To: California Labor and Workforce Development Agency
Attn. WAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

<u>WELBE HEALTH, LLC</u> Registered Agent for Process Service c/o CSC - Lawyers Incorporating Service 2710 Gateway Oaks Drive, Suite 150N Sacramento, CA 95833 <u>Certified No.: 9589 0710 5270 2392 11</u>	<u>WELBE HEALTH, LLC</u> Attn.: Legal Department 934 Santa Cruz Suite B Menlo Park, CA 94025 <u>Certified No.: 9589 0710 5270 2392 2893 81</u>
<u>WELBE HEALTH, LLC</u> Attn.: Legal Department 440 N Barranca Ave #4051 Covina, CA 91723 <u>Certified No.: 9589 0710 5270 2392 2893 98</u>	<u>WELBE HEALTH, LLC</u> Attn.: Legal Department 1649 Van Ness Ave Fresno, CA 93721 <u>Certified No.: 9589 0710 5270 2392 2894 04</u>

From: LEXUS C ORTIZ, on behalf of herself and all other current and former aggrieved
California-based hourly non-exempt employees of WELBE HEALTH, LLC.

c/o Joseph Lavi, Esq.
Vincen C. Granberry, Esq.
Matthew Gustin, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
mgustin@lelawfirm.com

Our firm has been retained by aggrieved employee LEXUS C ORTIZ concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA") against her employers, WELBE HEALTH, LLC.

We are filing this written notice with the Labor and Workforce Development Agency ("LWDA") pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and 2698, *et seq.* The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client's allegations of violations of the Labor Code by her Employer. In addition to submitting this letter and the \$75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee LEXUS C ORTIZ ("Plaintiff" or "Employee") was employed by WELBE HEALTH, LLC ("Defendants" or "Employers") as an hourly non-exempt employee from in or around March 2023 until on or about currently.

1. *Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked in Violation of Labor Code Sections 1194 and 1197*

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." Labor Code section 1194 states, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer's policies, practices, and/or procedures including, but not limited to:

- On occasions when Employee and other current and former aggrieved California-based hourly non-exempt employees were required to come into the office to work, they were not paid for the time spent booting up computers and logging into Employers' computer systems prior to being able to clock-in for the start of their shifts.
- Employee and other current and former aggrieved California-based hourly non-exempt employees who worked remotely were not paid for the time spent setting up work from home computer system provided by employer.

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to travel between Employers' jobsites without being paid for that time.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer's failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, 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, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

2. *Failure to Pay Overtime Wages for Overtime Hours Work and/or Failure to Pay Overtime wages at the Proper Overtime Rate of Pay in Violation of Labor Code Section 510 and 1194*

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

"Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 1194 provides, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employer's policies, practices, and/or procedures including, but not limited to:

- On occasions when Employee and other current and former aggrieved California-based hourly non-exempt employees were required to come into the office to work, they were not paid for the time spent booting up computers and logging into Employers' computer systems prior to being able to clock-in for the start of their shifts.
- Employee and other current and former aggrieved California-based hourly non-exempt employees who worked remotely were not paid for the time spent setting up work from home computer system provided by employer.
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to travel between Employers' jobsites without being paid for that time.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers' failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employer's foregoing policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

Furthermore, overtime is based upon an employee's regular rate of pay. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

In this case, Employee alleges that when she and other current and former aggrieved California-based hourly non-exempt employees earned overtime wages, Employers failed to pay them overtime wages at the proper overtime rate of pay due to Employers' failure to include all remuneration when calculating the overtime rate of pay. Specifically, Employers maintained a policy, practice, and/or procedure of failing to include all remuneration such as bonus pay for example, when calculating Employee's and other current and former aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 2699(f)(2) and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay overtime wages at the lawful overtime rate for all overtime hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such overtime wages for all overtime hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, 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, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

3. *Failure to Authorize or Permit Meal Periods and/or Failure to Pay Meal Period Premiums in Violation of Labor Code Sections 512 and 226.7*

Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§226.7, 512; Wage Order 4, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §226.7; Wage Order 4, §11.

Employee alleges that Employer failed to authorize or permit her and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked.
- failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked due to meal breaks being cut short as a result of log in and log out procedure required to clock in and out.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 11.

Finally, on occasions when Employers paid Employee and other current and former aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short, on-premise, on-duty, and/or interrupted meal periods, Employers failed to pay the one (1) additional hour of pay at Employee's and other current and former aggrieved California-based hourly non-exempt employees' regular rate of compensation. Specifically, Employers maintained a policy, practice, and/or procedure of failing to include all remuneration such bonus pay, for example, when calculating Employee's and other current and former aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of paying meal period premium wages.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 558 and/or Labor Code section 2699(f)(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay meal period premiums and/or pay meal period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

4. *Failure to Authorize or Permit Rest Periods and/or Failure to Pay Rest Period Premiums in Violation of Labor Code Section 226.7*

Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof...” Wage Order 4, § 12. “Employees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement “obligates Employer to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 4 at § 12.

Employee alleges that Employer failed to authorize or permit her and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer’s policies, practices, and/or procedures including, but not limited to, the following:

- failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 12.

Finally, on occasions when Employers did pay Employee and other current and former aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted rest periods, Employers failed to pay the one (1) additional hour of pay at Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ regular rate of compensation. Specifically, Employers maintained a policy, practice, and/or procedure of failing to include all remuneration such bonus pay for example, when calculating Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying rest period premiums.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2), on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay rest period premiums and/or pay rest period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

5. *Failure to authorize and permit all legally required and legally compliant lactation accommodation breaks and/or failure to pay lactation accommodation premiums*

Employers often employed non-exempt employees, including the named Employee and other current and former aggrieved California-based hourly non-exempt employees, who desired to express breast milk for the employees' infant children.

California law requires every employer to provide a reasonable amount of break time to accommodate an employee's desire to express breast milk for the employee's infant child each time the employee needs to express milk. California law also requires that an employer provide an employee with a room or location for the employee to express milk in private which shall:

- (a) not be a bathroom, shall be in close proximity to the employee's work area, shielded from view and free from intrusion while the employee is expressing milk;
- (b) shall be safe, clean, and free of hazardous materials as defined in Labor Code section 6382;
- (c) shall contain a surface to place a breast pump and personal items;
- (d) shall contain a place to sit; and
- (e) shall have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

California law also requires the employer provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace or other suitable cooling device if a refrigerator cannot be provided. If an employer fails to provide reasonable break time or adequate space to express milk, the employer must pay the employee an additional hour of pay at the employee's regular rate for each workday the adequate space or reasonable time is not provided. (Lab. Code §§1033, subd. (a), 226.7, subd. (c).)

In this case, Employee and other current and former aggrieved California-based hourly non-exempt employees of Employers sought to express breast milk for the employees' infant children; however, Employers employed policies, practices, and/or procedures or lack of such policies,

practices, and/or procedures which resulted in its failure to provide Employee and other current and former aggrieved California-based hourly non-exempt employees with reasonable break time for lactation or a room which complied with the requirements of California law, including but not limited to, the room not being private and shielded from view or free from intrusion while the employee is expressing milk. For example, the rooms where Employee and other current and former aggrieved California-based hourly non-exempt employees were permitted to express milk had cameras which the employees using the space for lactation were not permitted to cover up and which other employees were permitted to enter the rooms while Employee and other current and former aggrieved California-based hourly non-exempt employees were expressing milk.

Additionally, Employers failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees an additional hour of pay at their regular rate of compensation for each workday the employees did not receive all legally required and compliant lactation periods, i.e., legally compliant time or space. Employers employed policies and procedures which ensured that employees did not receive any lactation period premium wages to compensate them for workdays in which they did not receive all legally required and compliant lactation periods.

The aforementioned policies, practices, and/or procedures of Employers resulted in Employee and other current and former aggrieved California-based hourly non-exempt employees not being provided with all legally required and compliant lactation periods and/or not receiving premium wages to compensate them for such instances, all in violation of California law.

6. *Failure to Indemnify Employees for Employment-Related Expenditures in Violation of Labor Code Section 2802*

Employees allege that during their employment, Employers failed to indemnify them and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties. Labor Code section 2802(a) states, “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...”

Employees allege that during their employment, Employers failed to indemnify them and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties due to Employers’ policies, practices, and/or procedures including, but not limited to, the following:

- requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to use or purchase their own tools and/or resources in order to work for Employers, including but not limited to gas mileage and home internet subscriptions, for work-related purposes - without reimbursing Employee and other current and former aggrieved California-based hourly non-exempt employees for such use.

Employers' aforementioned policies, practices, and/or procedures resulted in Employees and other current and former aggrieved California-based employees not receiving indemnification for employment-related expenditures, in violation of Labor Code 2802.

Based on this violation, Employees will seek both restitution for themselves and other current and former aggrieved California-based employees for Employers' violations of Labor Code section 2802 and will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California.

7. *Failure To Pay Wages for Accrued Paid Sick Days At The Regular Rate of Pay In Violation Of Labor Code Section 246*

Defendants had a policy and/or procedure where Employee and other current and former aggrieved California-based hourly non-exempt employees accrued paid sick time.

Labor Code section 246, subdivision (a), states in relevant part "[a]n employee who...works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days." Additionally, an employee accrues paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning at the commencement of employment. Labor Code section 246(b).

Here, Employee and other current and former aggrieved California-based hourly non-exempt employees were employed by Employers for 30 or more days and were entitled to paid sick days. Also, Employee and other current and former aggrieved California-based hourly non-exempt employees began accruing paid sick days since the beginning of each of their respective employment with Employers.

Labor Code section 246, subdivision (l), provides that an employer shall calculate the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the workweek in which the employee elected to use paid sick time. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

In this case, Employee alleges that when she and other current and former aggrieved California-based hourly non-exempt employees elected to use paid sick time, Employers failed to pay them sick time wages at the proper sick time rate of pay due to Employers' failure to include all remuneration when calculating the sick time rate of pay. Specifically, Employers maintained a policy, practice, and/or procedure of failing to include all remuneration including but not limited to bonus pay for example, when calculating Employees and other current and former aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of paying sick time.

8. *Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204*

Employee alleges that during her employment, Employer failed to timely pay Employee's and other current and former aggrieved California-based hourly non-exempt employees' earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay her and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204. Employer's aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

9. *Secret Payment of Wages Lower Than Designated by Statute, in Violation of Labor Code Section 223*

Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by failing to pay wages no less than the applicable legal minimum and overtime wages, and also meal and rest break premiums, as established by Labor Code sections 226.7, 510, 1194, 1197 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code section 1198, the Employer secretly paid a lower wage than designated by statute while purporting to pay the wages designated by statute, in violation of Labor Code section 223. The Employee with therefore pursue the civil penalties established by Labor Code section 225.5 for all such violations of Labor Code section 223, on behalf of the LWDA and against Employer if authorized to file a representative action on behalf of the State of California.

10. Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code 226

Labor Code section 226(a) states that “[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (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 only 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....”

Employee alleges that as a derivative of Employee’s claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer’s control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), as such failures rendered Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, 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, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 226.3 and/or Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

11. Employer’s Other Violations of the California Labor Code

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (“*Huff*”), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against the employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Labor & Workforce Development Agency
Re: *LEXUS C ORTIZ v. WELBE HEALTH, LLC, et al.*
December 13, 2024
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CONCLUSION

Our client intends to file a representative action pursuant to PAGA concerning her wage claims as warranted by Employer's violations of Labor Code sections 204, 223, 226, 226.7, 246, 510, 512, 1030, 1031, 1033, 1194, 1197, 2802, and sections 3, 4, 11 and 12 of the applicable IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer's violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,
LAVI & EBRAHIMIAN, LLP

Matthew Gustin

Matthew Gustin, Esq.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

WELBE HEALTH, LLC

Registered Agent for Process Service
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

2. Article Number (Transfer from service label)

9589 0710 5270 2392 2894 11

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|--|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☒ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Mail Restricted Delivery | |

Domestic Return Receipt

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9590 9402 8998 4122 1792 17

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Lavi & Ebrahimian, LLP
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SHYGIN WAR: ORHZ v. WELBE HEALTH
(FBI LETTER)

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Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total Post	\$
Sent To	
Street and	
City, State	

Postmark Here

WELBE HEALTH, LLC
 Registered Agent for Process Service
 c/o CSC - Lawyers Incorporating Service
 2710 Gateway Oaks Drive, Suite 150N
 Sacramento, CA 95833

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

USPS TRACKING #

9590 9402 8998 4122 1792 17

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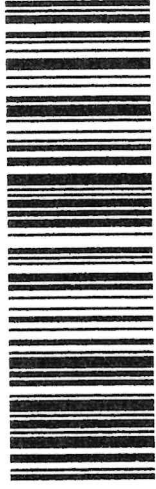
• Sender: Please print your name, address, and ZIP+4® in this box•

Lavi & Ebrahimian, LLP
 8889 W. Olympic Blvd., Suite 200
 Beverly Hills, CA 90211

JUNGI/M/AR: ORHZ V. WELBE HEALTH
 (HABA LETTER)

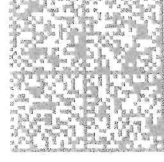
LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211

REGISTERED MAIL



9589 0710 5270 2392 2894 11

FIRST-CLASS



US POSTAGE and PITNEY BOWES
ZIP 90211 \$ 012.10⁰⁰
02 7H 0006127620 DEC 13 2024

WELBE HEALTH, LLC

Registered Agent for Process Service
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

WELBE HEALTH, LLC

Attn.: Legal Department
934 Santa Cruz Suite B
Menlo Park, CA 94025

2. Article Number (Transfer from service label)

9589 0710 5270 2392 2893 81

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☒ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Mail Restricted Delivery | |

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JLV/GI MG/AP: 07/12 v. Welbe Health
(PAGE LETTER)

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Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postmark
Here

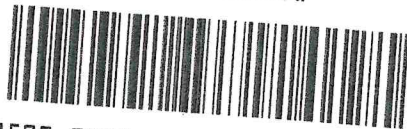
Postage	
\$	
Total Postage and Fees	
\$	
Sent To	
Street and Apt. No.	
City, State, ZIP+4®	

WELBE HEALTH, LLC

Attn.: Legal Department
934 Santa Cruz Suite B
Menlo Park, CA 94025

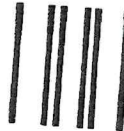
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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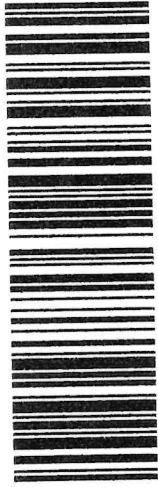
8889 W. Olympic Boulevard
Suite 200

Beverly Hills, CA 90211

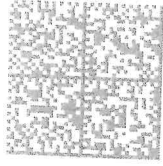
JL/VGI MG/AP: 07/12 v. Welbe Health
(PAGE LETTER)

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\$012.100
DEC 13 2024

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WELBE HEALTH, LLC

Attn.: Legal Department
934 Santa Cruz Suite B
Menlo Park, CA 94025

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

WELBE HEALTH, LLC
Attn.: Legal Department
1649 Van Ness Ave
Fresno, CA 93721

2. Article Number (Transfer from service label)

9589 0710 5270 2392 2894 04

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Mail Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☒ Signature Confirmation Restricted Delivery

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Suite 200

Beverly Hills, CA 90211

34 161 MG / AR: DATE V. WELBE HEALTH
(PAGE LETTER)

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Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$ _____
☐ Return Receipt (electronic)	\$ _____
☐ Certified Mail Restricted Delivery	\$ _____
☐ Adult Signature Required	\$ _____
☐ Adult Signature Restricted Delivery	\$ _____

Postmark Here

Postage \$ _____

Total P. \$ _____

Sent To _____

Street at _____

City, State _____

WELBE HEALTH, LLC
 Attn.: Legal Department
 1649 Van Ness Ave
 Fresno, CA 93721

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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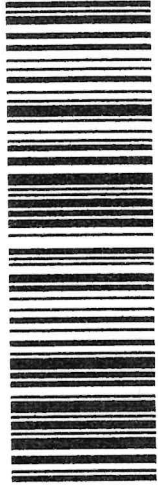
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34/661/MG/AR: 07/17 V. WELBE HEALTH
 (PAGE LETTER)

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02 7H
0006127620 DEC 13 2024

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Attn.: Legal Department
1649 Van Ness Ave
Fresno, CA 93721

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

WELBE HEALTH, LLC
Attn.: Legal Department
440 N Barranca Ave #4051
Covina, CA 91723

2. Article Number (Transfer from service label)

9589 0710 5270 2392 2893 98

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
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- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☒ Signature Confirmation Restricted Delivery

☐ Mail Restricted Delivery

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Beverly Hills, CA 90211

DELIVER TO: ORTIZ V. WELBE HEALTH
(PAGA LETTER)

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Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage \$

Total Pk \$

Sent To

Street a

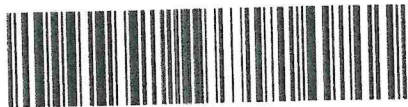
City, St

Postmark Here

WELBE HEALTH, LLC
Attn.: Legal Department
440 N Barranca Ave #4051
Covina, CA 91723

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

USPS TRACKING#



9590 9402 8998 4122 1792 24

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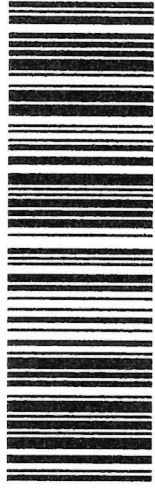
• Sender: Please print your name, address, and ZIP+4® in this box•

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8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

SLINGI MGI AR: ORTIZ V. Welbe Health
(PAGA LETTER)

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Covina, CA 91723