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Superior Court of California,

County of Imperial

02/18/2025 at 01:42:50 PM

By: Mariana Gutierrez, Deputy Clerk

Attorneys for Plaintiff in ANTONIO CORREA JR. in a Representative capacity, and on behalf of other members of the general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF IMPERIAL

ANTONIO CORREA JR., in a
Representative capacity, and on behalf of
other members of the general public similarly
situated,

Plaintiff,

v.

BIO-MEDICAL APPLICATIONS OF
CALIFORNIA, INC. dba FRESINIUS
KIDNEY CARE EL CENTRO, a Delaware
Corporation; USA BIO-MED APPL OF
CALIFORNIA INC., a business entity form
unknown; and DOES 1-10, inclusive

Defendants

CASE NO. ECU003969

COMPLAINT FOR:

- 1. MEAL AND REST PERIOD VIOLATIONS PURSUANT TO LABOR CODE § 2698 et seq.**
- 2. MINIMUM WAGE VIOLATIONS PURSUANT TO LABOR CODE § 2698 et seq.**
- 3. OVERTIME VIOLATIONS PURSUANT TO LABOR CODE § 2698 et seq.**
- 4. WAGE STATEMENT VIOLATIONS PURSUANT TO LABOR CODE § 2698 et seq.**
- 5. FAILURE TO REIMBURSE PURSUANT TO LABOR CODE § 2698 et seq.**
- 6. FAILURE TO PAY WAGES UPON SEPARATION PURSUANT TO LABOR CODE § 2698 et seq.**

COMES NOW Plaintiff ANTONIO CORREA JR. ("Plaintiff"), in a Representative capacity, on behalf of all aggrieved employees, and on behalf of other members of the general public similarly situated, and alleges for their complaint as follows:

PARTIES, JURISDICTION, AND VENUE

1. This Court has jurisdiction over this matter in that all parties are residents of, or do business within, the State of California and the amount in controversy exceeds the statutory minimum limit of this Court. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. Furthermore, there is no federal question at issue as Wage and Hour protections and remedies related thereto are based solely on California Law and Statutes, including the Labor Code, Civil Code, and IWC Wage Order(s). Also, the Ninth Circuit has recently held that, for purposes of establishing federal diversity jurisdiction, penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA") may **not** be aggregated. *Urbino v. Orkin Servs. of California, Inc.*, 726 F.3d 1118, 1122 (9th Cir. 2013).
2. Venue before this Court is proper in that certain wrongful acts which gave rise to Plaintiff's injuries occurred in the County of Imperial, State of California.
3. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, Defendant BIO-MEDICAL APPLICATIONS OF CALIFORNIA, INC. dba FRESENIUS KIDNEY CARE EL CENTRO, (Referred to herein as "Defendants" or "Fresenius"), was and is a Delaware corporation doing business throughout the state, including the County of Imperial, State of California. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, Defendant USA BIO-MED APPL OF CALIFORNIA, INC., (Referred to herein as "Defendants" or "Fresenius"), was and is a business entity form unknown doing business throughout the state, including the County of Imperial, State of California.
4. Plaintiff is presently unaware of the true names, capacities and liability of Defendants named herein as DOES 1 through 10, inclusive. Accordingly, Plaintiff will seek leave of court to amend this complaint to allege his true name and capacities after the same have been

ascertained.

5. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Defendants is responsible in some manner for the wrongs and damages as herein alleged, and in so acting was functioning as the agent, servant, partner, and employee of the co-defendants, and in doing the actions mentioned below, was acting within the course and scope of his or her authority as such agent, servant, partner, and employee with the permission and consent of the co-defendants. Plaintiff's injuries as herein alleged were proximately caused by said defendants. Wherever it is alleged herein that any act or omission was done or committed by any specially named Defendant or Defendants, Plaintiff intends thereby to allege and does allege that the same act or omission was also done and committed by each and every defendant named as a DOE, both separately and in concert with the named Defendant or Defendants.
6. Plaintiff is informed and believed and thereon allege that Defendants, and each of them, including DOES 1 through 10, are and at all times herein mentioned were either individuals, sole proprietorships, partnerships, registered professionals, corporations, alter egos or other legal entities which were licensed to do and/or were doing business in the County of Imperial, State of California at all times relevant to the subject matter of this action.

FACTUAL BACKGROUND

7. Plaintiff was employed by Defendants from approximately 2009 through August 2024. Throughout their employment with Defendants, Plaintiff performed his job in a capable, and competent manner.

8. Throughout the term of their employment, Plaintiff and all other aggrieved employees were, and currently are, denied the benefits and protections of the Labor Code due to Defendants' institutionalized pay practices, standard as to all of Defendants' California-based employees.

9. On December 10, 2024, counsel for Plaintiff prepared and submitted via online filing a letter to the California Labor & Workforce Development Agency (“LWDA”). A copy of the letter was mailed to Defendants, via USPS Certified Mail. The letter contained the specific provisions of the California Labor Code and Business and Professions Code violated by Defendants, as well as the facts and theories in support of Plaintiffs’ claims. (Please see

1 **Exhibit 1**, a true and correct copy of this letter.)

- 2 10. The statutory time period for the LWDA to investigate and/or respond, and for the employer
3 to respond, has concluded.

4 **REPRESENTATIVE ALLEGATIONS**

- 5 11. As more specifically set forth below, Plaintiff brings this action in a representative capacity on
6 behalf of all current and former aggrieved employees of Defendants. Code Civ. Proc. § 2699;
7 *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 980-981. Plaintiff is proceeding in a
8 representative capacity under PAGA. Throughout the operative limitations period, Plaintiff and
9 all other aggrieved employees were denied the protections and benefits of the Labor Code due
10 to Defendants' standard practices. Throughout their employment, Plaintiff and all other
11 aggrieved employees were and are denied full and accurate compensation, including overtime
12 compensation, in violation of, *inter alia*, Labor Code sections 510, 1194, and 1197. Plaintiff
13 and the other aggrieved employees were and are denied Meal and Rest Periods and Meal and
14 Rest Period payments, in violation of, *inter alia*, Labor Code sections 226.7 and 512.
15 Defendants failed to furnish accurate itemized wage statements in violation of, *inter alia*,
16 Labor Code section 226. Defendants failed to reimburse Plaintiff and other aggrieved
17 employees for necessary business expenditures in violation of, *inter alia*, Labor Code section
18 2802. Defendants failed to provide all compensation due at termination of employment in
19 violation of, *inter alia*, Labor Code sections 201 through 203.

- 20 12. Plaintiff brings this action on the grounds that he and other current and former aggrieved
21 employees of Defendants were and are improperly denied the mandated wages resulting from
22 the above-referenced violations. Code Civ. Proc. § 2699; *Arias*, 46 Cal. 4th at 980-981. The
23 number of current and former aggrieved employees is believed to exceed One Hundred (100)
24 members.

- 25 13. The approximately One Hundred (100) aggrieved employees are comprised of Defendants'
26 current or former California-based employees.

- 27 14. The questions of law and fact common to all aggrieved employees arising from Defendants'
28 actions include, among others, the following:

- 1 a. Whether Defendants failed to pay its employees the proper straight-time, overtime, and
2 double time wages due and owing to them;
- 3 b. Whether Defendants failed to pay its employees all compensation due and owing at
4 termination of employment;
- 5 c. Whether Defendants failed to provide its employees with statutorily-compliant Meal
6 and/or Rest Periods, in violation of, *inter alia*, California Labor Code section 512 and
7 226.7, in that Defendants' written policies are not compliant with California law, and
8 Defendants do not allow its employees duty-free Meal and/or Rest Periods on occasion;
- 9 d. Whether Defendants failed to properly provide Meal and Rest Period Premiums in
10 accordance with law;
- 11 e. Whether Defendants failed to properly calculate and pay its employees overtime
12 compensation or Meal and Rest Period Premiums in accordance with law by failing to
13 properly calculate, into the Regular Rate of Pay, the value of all employee benefits and
14 other non-discretionary compensation; and
- 15 f. Whether Defendants failed to properly reimburse its employees for necessary business
16 expenditures for, *inter alia*, cell phone costs and other work supplies, in violation of
17 Labor Code section 2802.
- 18 15. At all times mentioned herein, Defendants were subject to the Labor Codes and Industrial
19 Welfare Commission Wage Orders of the State of California, including, but not limited to,
20 California Labor Code section 2698 *et seq.*
- 21 16. At all times mentioned herein, Defendants are and were "employers" as that term is used
22 within the relevant sections of the California Labor Code.
- 23 17. Plaintiff has exhausted his administrative remedies and pre-filing requirements pursuant to
24 California Labor Code section 2699.3, and have also fulfilled all notice requirements under the
25 statute.
- 26 18. Throughout the operative limitations period, Plaintiff and all other aggrieved employees were
27 denied the protections and benefits of the Labor Code and IWC Wage Order(s) due to
28 Defendants' standard practices. Said violations are set forth below.

FIRST CAUSE OF ACTION
Meal and Rest Period Violations Pursuant to Labor Code § 2698 et seq.
Representative Action
(By Plaintiff against Defendants and DOES 1 through 10)

19. Plaintiff hereby incorporates by reference paragraphs 1 through 18 as though fully set forth herein.

20. Labor Code section 1198 states:

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.

Defendants violated this section by establishing working conditions below the standard of the applicable Wage Order.

21. Under applicable California law, “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a Meal Period of not less than 30 minutes [...] An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second Meal Period of not less than 30 minutes” Lab. Code § 512(a); see also 8 Cal. Code Regs. § 11050 (11)(A).

22. Unless the employee is relieved of all duty during a thirty (30) minute Meal Period, the Meal Period shall be considered an “on duty” Meal Period and counted as time worked. 8 Cal. Code Regs. § 11050 (11).

23. California law requires employers to provide nonexempt employees with a 10-minute Rest Period for every four hours worked, or “major fraction thereof.” 8 Cal. Code Regs. § 11050 (11).

24. An employer who fails to provide Meal or Rest Periods as required by an applicable Wage Order must pay the employee one additional hour of pay at the employee’s regular rate of pay for each workday that the Meal or Rest Period was not provided. Lab. Code § 226.7(b); 8 Cal. Code Regs. § 11050 (11), (12).

25. Within the operative time period, Defendants failed to possess compliant Meal and Rest Period policies.

1 26. For example, Defendants do not possess a legal Meal Period policy or legal Rest Period policy,
2 and makes no attempt to ensure that its employees are either timely or wholly provided Meal
3 Periods or Rest Periods.

4 27. Defendants would also pressure employees to either skip, or cut short, Meal Periods and Rest
5 Periods, based on patient volume and coverage issues. As a *first* example, Fresenius Time
6 Records (produced by Fresenius) show that on June 27, 2024, Plaintiff started a shift at 5:05
7 a.m. and then ended this shift at 11:48 a.m. On this date, Plaintiff **worked a shift lasting 6**
8 **hours and 43 minutes** before receiving a Meal Period. Further, the Fresenius Wage
9 Statements indicate **no** California Meal Period Penalty was paid for this Pay Period. (Please
10 see **Exhibit 1: Exhibit A thereto**). As a *second* example, Fresenius Time Records (produced
11 by Fresenius) show that on May 10, 2024, Plaintiff started a shift at 5:04 a.m. and then ended
12 this shift at 11:27 a.m. On this date, Plaintiff **worked a shift lasting 6 hours and 23 minutes**
13 before receiving a Meal Period. Further, the Fresenius Wage Statements indicate **no** California
14 Meal Period Penalty was paid for this Pay Period. (Please see **Exhibit 1: Exhibit B thereto**).
15 As a *third* example, Fresenius Time Records (produced by Fresenius) show that on February
16 10, 2024, Plaintiff started a shift at 5:07 a.m., and then clocked out for a Meal Period at 8:26
17 a.m., then clocked back in from a Meal Period at 8:55 a.m. On this date, this Plaintiff received
18 a Meal Period lasting **29 minutes**. Further, the Fresenius Wage Statements indicate **no**
19 California Meal Period Penalty was paid for this Pay Period. (**Exhibit 1: Exhibit C thereto**).

20 28. In addition, Defendants had notice of Plaintiff working outside of his scheduled and/or
21 reported hours, as well as within Meal and Rest Periods, but failed to provide any
22 compensation for this work-time.

23 29. Defendants willfully failed and refused to pay Plaintiff and all other aggrieved employees one
24 additional hour of pay at their regular rate of pay for all workdays that a Meal or Rest Period
25 was not provided, as required by Labor Code section 226.7 and IWC Wage Order 5 § (11),
26 (12).

27 30. Any payments made by Defendants for non-compliant Meal Periods were not paid at the
28 employee's regular rate in violation of Labor Code section 226.7 and the operative IWC Wage

1 Orders. Instead, these payments were made at an employee's base rate and did not include the
2 value of, *inter alia*, all actual compensation owed, and/or all employee benefits such as, for
3 example, non-discretionary compensation and other employee benefits.

4 31. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor
5 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be
6 proven at trial.

7 32. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
8 behalf of themselves and all other aggrieved employees by and through Labor Code section
9 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover
10 these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
11 Prayer For Relief.

12 33. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
13 pursuant to Labor Code sections 2699(a) for each of these employees.

14 34. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
15 section 2699(g)(1).

16 **SECOND CAUSE OF ACTION**
17 **Minimum Wage Violations Pursuant to Labor Code § 2698 et seq.**
18 **Representative Action**
(By Plaintiff against Defendants and DOES 1 through 10)

19 35. Plaintiff hereby incorporates by reference paragraphs 1 through 34 as though fully set forth
20 herein.

21 36. Defendants failed to pay its employees all compensation due in violation of, among other
22 statutes, Labor Code section 1197. California law holds that the failure to pay for any work
23 time constitutes a violation of minimum wage laws. *Armenta v. Osmose, Inc.*, (2005) 135 Cal.
24 App.4th 314, 323. These violations were caused by and through Defendants' failure to
25 maintain accurate Time Records (as required by California law), to the detriment of the
26 employees. Specifically, although Defendants would receive "to-the-minute" start and end
27 times (from their employees' mandated timekeeping practices), Defendants would thereafter
28 alter - and deduct time from - the Time Records, prior to payment of compensation to the

employees. Additionally, the right to receive the proper minimum wage compensation was impacted by Defendants knowingly failing to consider other work performed by the employees, including all time employees were under Defendants' control. These actions, and instructions, caused the employees to lose compensation, including proper minimum wage compensation and overtime compensation.

37. As a result of Defendants' failure to comply with the provisions of the Labor Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be proven at trial.

38. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on behalf of himself and all other aggrieved employees by and through Labor Code section 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer For Relief.

39. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants pursuant to Labor Code sections 2699(a) for each of these employees.

40. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1).

THIRD CAUSE OF ACTION
Overtime Violations Pursuant to Labor Code § 2698 et seq.
Representative Action
(By Plaintiff against Defendants and DOES 1 through 10)

41. Plaintiff hereby incorporates by reference paragraphs 1 through 40 as though fully set forth herein.

42. Defendants failed to pay Plaintiff and all other aggrieved employees all compensation, including overtime compensation, due in violation of, among other statutes, Labor Code section 510. These violations occurred due to Defendants' illegal policies, referenced above, whereby employees experienced monetary under-compensation. The systematic failure to provide proper overtime compensation is a violation of California law.

43. Additionally, Defendants also failed to provide the actual Overtime Rate of Pay by ignoring certain compensation when calculating the Regular Rate of Pay including, but not limited to,

commissions, shift differentials, various forms of bonus and/or incentive pay, and the value of employee benefits and employee discounts, in violation of Labor Code section 510.

44. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be proved at trial.

45. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on behalf of himself and all other aggrieved employees by and through Labor Code section 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer For Relief.

46. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants pursuant to Labor Code sections 2699(a) for each of these employees.

47. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1).

FOURTH CAUSE OF ACTION
Wage Statement Violations Pursuant to Labor Code § 2698 et seq.
Representative Action
(By Plaintiff against Defendants and DOES 1 through 10)

48. Plaintiff hereby incorporates by reference paragraphs 1 through 47 as though fully set forth herein.

49. Defendants failed to provide Plaintiff and all other aggrieved employees with accurate itemized wage statements in violation of, among other statutes, Labor Code section 226. These violations include, but are not limited to, Defendants' failure to accurately identify all applicable regular and overtime (including double-time) rates of pay in violation of section 226(a)(9), and providing inaccurate representations of both "gross" and "net wages." Defendants also failed to accurately list "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate," in violation of 226(a)(9). Defendants also failed to provide an accurate showing of the "total hours worked," in violation of Labor Code section 226(a)(2). For example, Defendants had notice of

employees working outside of their scheduled and/or reported hours, as well as within Meal and Rest Periods, but did not provide compensation.

50. Further, the Defendants' wage statement listings are confusing and employees cannot readily ascertain their total hours worked, applicable rates, and all gross and net wages. As one example, Defendants are apparently using a time calculating system other than "minutes", but without explanation to the employees within the wage statement.

51. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be proven at trial.

52. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on behalf of himself all other aggrieved employees by and through Labor Code section 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer For Relief.

53. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants pursuant to Labor Code sections 2699(a) for each of these employees.

54. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1).

FIFTH CAUSE OF ACTION
Failure to Reimburse Pursuant to Labor Code § 2698 et seq.
Representative Action
(By Plaintiff against Defendants and DOES 1 through 10)

55. Plaintiff hereby incorporates by reference paragraphs 1 through 54 as though fully set forth herein.

56. Defendants failed to reimburse their employees for all necessary business expenditures incurred in direct consequence of the discharge of their duties in violation of, among other statutes, Labor Code section 2802. These expenditures are the result of, *inter alia*, Defendants' standard policies which require its employees to incur mileage and to use their own cell phones for work-related purposes, without reimbursement.

1 57. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor
2 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be
3 proven at trial.

4 58. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
5 behalf of himself and all other aggrieved employees by and through Labor Code section
6 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover
7 these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
8 Prayer For Relief.

9 59. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
10 pursuant to Labor Code sections 2699(a) for each of these employees.

11 60. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
12 section 2699(g)(1).

13 **SIXTH CAUSE OF ACTION**
14 **Failure to Pay Wages Upon Separation Pursuant to Labor Code § 2698 et seq.**
15 **Representative Action**
(By Plaintiff against Defendants and DOES 1 through 10)

16 61. Plaintiff hereby incorporates by reference paragraphs 1 through 60 as though fully set forth
17 herein.

18 62. Defendants failed to provide Plaintiff and other aggrieved employees with all wages earned and
19 unpaid at termination in violation of, among other statutes, Labor Code sections 201 through
20 203. These violations resulted from, among other unlawful actions, Defendants' willful failure
21 to provide accurate and complete compensation to aggrieved employees under Labor Code
22 sections 226.7, 510, 512, 1197, and 2802, as set forth above.

23 63. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor
24 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be
25 proven at trial.

26 64. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
27 behalf of himself and all other aggrieved employees by and through Labor Code section
28 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover

1 these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
2 Prayer For Relief.

3 65. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
4 pursuant to Labor Code sections 2699(a) for each of these employees.

5 66. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
6 section 2699(g)(1), and interest, pursuant to Labor Code section 218.6.

7
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, on behalf of all aggrieved employees, pray for judgment as follows:

- 10 1. For an award of attorneys' fees and costs of suit herein pursuant to Labor Code section
11 2699(g)(1);
12 2. For an award of statutory civil penalties pursuant to Labor Code section 2699(f)(2); and
13 3. For such other relief as the Court deems just and proper.

14
15 Dated: February 18, 2025

SULLIVAN & YAECKEL LAW GROUP, APC

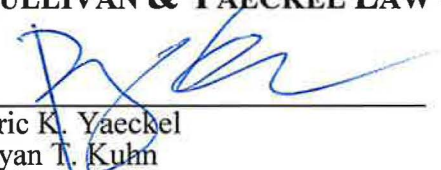
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17 
18 Eric K. Yaeckel
19 Ryan T. Kuhn
20 Attorneys for Plaintiff ANTONIO CORREA JR. in a
21 Representative capacity only, and on behalf of other
22 members of the general public similarly situated
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24
25
26
27
28

Exhibit 1

SULLIVAN & YAECKEL

LAW GROUP

A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

December 10, 2024

Labor and Workforce Development Agency
Attn. PAGA Administrator

Submitted Via Online Filing

Re: **Antonio Correa Jr. v. Bio-Medical Applications of
California, Inc. dba Fresenius Kidney Care El Centro;
and USA Bio-Med Appl of California Inc**
Our File No.: 7445

Dear Administrator:

Please allow this correspondence to serve as “written notice,” as required by California Labor Code section 2699.3(a)(1), of the specific provisions of the California Labor Code believed to have been violated by Biomedical Applications of California, Inc. dba Fresenius Kidney Care El Centro; and USA Bio-Med Appl of California Inc (hereinafter referred to as “Fresenius”), in the above referenced matter. This “written notice” is filed on behalf of Mr. Correa, and all current and former non-exempt employees employed by Fresenius. Thank you for your assistance and instruction on this issue.

Please Note: In providing said notice, Plaintiff intends to proceed in a “representative capacity only.” Plaintiff is not seeking individual relief.

The specific provisions alleged to have been violated by Fresenius are as follows:

CALIFORNIA LABOR CODE SECTIONS 201-203, 204, 226, 226(a), 226.7, 510, 512, 1194, 1197.1, 1198.5 and 2802, as well as IWC Wage Order 5, and/or any other applicable wage orders, codified as Title 8, California Code of Regulations, section 11050 *et seq.*

Facts and theories supporting the allegations: Mr. Correa was employed as a non-exempt employee for Fresenius from 2009 through August 2024.

Throughout the term of Mr. Correa's employment, Fresenius required Mr. Correa and all other non-exempt employees to experience actions illegal under the California Labor Code, including the following:

Minimum Wage and Overtime Violations

- Fresenius failed to provide all compensation, including minimum wage and overtime compensation, as well as compensation for work performed inside of Meal and Rest Periods, to its employees in violation of, *inter alia*, Labor Code sections 1194, 204, 510, IWC Wage Order 5, and/or any other applicable wage orders. This illegal action is due, in part, to Fresenius's policies of (1) failing to properly retain accurate Time Records, in violation of California law, and (2) failing to provide compensation (including both minimum and overtime compensation) for all time worked by the employees, or in control of the employer. For instance, Fresenius would instruct Mr. Correa to report scheduled (as opposed to *actual*) work hours, resulting in a loss of compensation. Additionally, Fresenius would often require Mr. Correa to work extended hours (beyond scheduled hours), without compensation. Further, Fresenius would regularly contact Mr. Correa outside of normal work hours (*i.e.*, "after hours" or during lunch) without compensation.
- Additionally, among other issues, Fresenius has notice of Mr. Correa, and others, working outside of their scheduled and/or reported hours, as well as *within* Meal and Rest Periods, but fails to provide any compensation for this work-time. Mr. Correa was frequently scheduled to be "On Call" outside of when his work shifts ended, but was never compensated for this time. Further, Fresenius failed to properly calculate and pay overtime at the actual overtime rate of pay, as Fresenius ignores certain compensation when calculating the Regular Rate of Pay. More specifically, Fresenius failed to properly calculate the legal Overtime Rate of Pay, by (among other issues) failing to consider certain non-discretionary forms of compensation (including, but not limited to bonuses, commissions, and/or other non-discretionary compensation).

Failure to Provide Compliant Meal Periods

- Fresenius failed to provide compliant Meal Periods or requisite Meal Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 5, and/or any other applicable wage orders. For example, Fresenius does not possess a legal Meal Period policy and makes no attempt to ensure that its employees are either timely or wholly provided Meal Periods. The employees would often either miss a Meal Period entirely, or be provided a short or untimely Meal Period. Whether or not an employee was provided a Meal Period was often contingent upon the how busy or understaffed the employees were on a given day. As a *first* example, Fresenius Time Records (produced and verified by Fresenius) show that on June 27, 2024, Mr. Correa started a shift at 5:05 a.m. and then ended this shift at 11:48 a.m. On this date, Mr. Correa **worked a shift lasting 6 hours and 43 minutes** before receiving a Meal Period. Further, the Fresenius Wage Statements indicate **no**

California Meal Period Penalty was paid for this Pay Period.(Please see **Exhibit A**). As a **second** example, Fresenius Time Records (produced and verified by Fresenius) show that on May 10, 2024, Mr. Correa started a shift at 5:04 a.m. and then ended this shift at 11:27 a.m. On this date, Mr. Correa **worked a shift lasting 6 hours and 23 minutes** before receiving a Meal Period. Further, the Fresenius Wage Statements indicate **no** California Meal Period Penalty was paid for this Pay Period.(Please see **Exhibit B**). As a **third** example, Fresenius Time Records (produced and verified by Fresenius) show that on February 10, 2024, Mr. Correa started a shift at 5:07 a.m., and then clocked out for a Meal Period at 8:26 a.m., then clocked back in from a Meal Period at 8:55 a.m. On this date, this employee received a Meal Period lasting **29 minutes**. Further, the Fresenius Wage Statements indicate **no** California Meal Period Penalty was paid for this Pay Period.(**Exhibit C**).

- Fresenius would pressure its employees to either skip, or cut short, a Meal Period as employees were expected to respond to supervisors and/or patients at all times. Fresenius has never provided a compliant Meal Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions when employees *were* paid Meal Period penalties (*i.e.* California Meal Period Premiums), such payments do not “cure” the stated Labor Code violation under section 226.7. The California Supreme Court held that “An employer’s failure to provide an additional hour of pay does not form part of a section 226.7 violation, and an employer’s provision of an additional hour of pay does not excuse a section 226.7 violation. The failure to provide required meal and rest breaks is what triggers a violation of section 226.7.” (*Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256, italics added.). Even more recently, a 2020 California Supreme Court ruling stated that, “The remedy for a Labor Code violation, through settlement or other means, is distinct from the fact of the violation itself. For example, employers can pay an additional hour of wages as a remedy for failing to provide meal and rest breaks. (§ 226.7, subd. (c).) But we have held that payment of this statutory remedy ‘does not excuse a section 226.7 violation.’” *Kim v. Reins International California, Inc.*, (2020) 9 Cal.5th 73. To be clear, payment of a Meal Period penalty to employees does not rectify the violation, it is in fact an admission of a Labor Code violation. Finally, Fresenius failed to pay Meal Period Premiums at the proper rate, as Fresenius fails to either **(1)** pay a full hours worth of pay, or **(2)** properly calculate the regular rate of pay for purposes of determining the premium rate owed. *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858.
- Fresenius required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Meal Periods. On occasion, Fresenius would interrupt, or cut short, its employees’ Meal Periods and require them to return to work.

- Fresenius illegally retained control over its employees during Meal Periods. For example, Fresenius required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their phones) at all times, including during Meal Periods.

Failure to Provide Compliant Rest Periods

- Fresenius failed to provide compliant Rest Periods or requisite Rest Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 5, and/or any other applicable wage orders. For example, Fresenius does not possess a legal Rest Period policy, as its Rest Period policy lacks required language under California law. Fresenius makes no attempt to ensure that its employees are either timely or wholly provided Rest Periods. The employees would often either miss a Rest Period entirely, be provided a short or untimely Rest Period, or be provided only one Rest Period, even when they were working in excess of 6.5 hours a day. Fresenius would pressure its employees to either skip, or cut short, a Rest Period as employees were expected to respond to supervisors and/or patients at all times. Mr. Correa often was required to work during Rest Periods in order to complete his daily duties before he ended his shift for the day. Fresenius has never provided a compliant Rest Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions in which Fresenius would provide a Rest Period penalty, it would pay said penalty at an improper (and *lesser*) rate, due to the failure to properly calculate the Regular Rate of Pay.
- Fresenius required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Rest Periods. On occasion, Fresenius would interrupt, or cut short, its employees’ Rest Periods and require them to return to work.
- Finally, Fresenius illegally retained control over its employees during Rest Periods. For example, Fresenius required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their telephones) at all times, including during Rest Periods.

Wage Statement Violations

- Fresenius violated Labor Code section 226(a)(2) by failing to furnish an accurate showing of all hours worked at each hourly rate by the employee. Mr. Correa, and other employees were not compensated for all hours worked (due in part to Fresenius requirement that employees list only *scheduled* work-times, not actual work-times.)

- Fresenius violated Labor Code section 226(a)(5) by failing to furnish an accurate showing of the net wages earned by its employees. For example, Fresenius (a) would not provide compensation for all hours and minutes worked, (b) would use an improper (and lesser) Overtime Rate of Pay, and (c) would fail to pay Meal and/or Rest Period penalties when due. Further, on the rare occasions in which Fresenius would provide a Meal or Rest Period penalty, it would pay said penalty at an improper (and lesser) rate, due to the failure to properly calculate the Regular Rate of Pay.
- Fresenius violated Labor Code section 226(a)(8) by failing to provide an accurate showing of the name of the legal entity that is the employer. For example, “USA Bio-Medical Appl of California Inc ” is listed on Mr. Correa’s Wage Statement as his employer (See **Exhibit D**), however “USA Bio-Medical Appl of California Inc ” is not listed with the California Secretary of State as a business entity, nor is it listed as a recognized D.B.A. with the Imperial County Records Office. (See **Exhibit E**).
- Fresenius violated Labor Code section 226(a)(9) by failing to furnish an accurate showing of all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Mr. Correa, and the other employees were not compensated for all hours worked (due in part to Fresenius requiring employees to list only *scheduled* work-times, not actual work-times to include “on-call” hours). Fresenius does not explain how its system describes “time worked” on the Wage Statement itself. As one example, for the pay period ending April 27, 2024 Fresenius Wage Statements indicate Mr. Correa was paid for “12.78” regular hours (**Exhibit D**). As such, Mr. Correa cannot “readily ascertain” what these figures mean. This is because Fresenius is apparently using a time-calculating system other than “minutes,” but without explanation to the employees within the wage statement. As minutes are measured on a scale of 1 through 60, it is not apparent what these figures (*i.e.* “.78”) are meant to represent. Without an explanation for how these figures were arrived at, employees cannot “readily ascertain” their total hours worked. Therefore, Fresenius failed to provide an accurate showing of the “total hours worked” by its employees pursuant to section 226(a)(2), due to all the aforesaid reasons.

Failure to Provide Compliant Expense Reimbursement Payments

- Fresenius failed to provide compliant expense reimbursement payments in violation of, *inter alia*, Labor Code section 2802, by failing to provide payments for expenses incurred by Mr. Correa, and other non-exempt employees, including expenses for cell-phone costs, necessary work supplies, and mileage.

Willful Failure to Provide All Compensation to Ex-Employees

- Fresenius failed to provide all compensation upon termination of employment in violation of Labor Code sections 201-203, due, in part, to the fact that Fresenius failed to provide proper compensation for all hours worked, and failed to pay full Meal or Rest Period penalties, as discussed above.

To confirm, Fresenius is a "person" as defined within California Labor Code section 18.

Again, thank you for your assistance and instruction throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very Truly Yours,



Ryan T. Kuhn, Esq.

cc: *Via Certified U.S. Mail*

CT CORPORATION SYSTEM

Agent of Service of Process for

BIOMEDICAL APPLICATIONS OF CALIFORNIA, INC.

dba FRESENIUS KIDNEY CARE EL CENTRO

330 N. Brand Blvd., #700

Glendale, CA 92103

USA BIO-MED APPL OF CALIFORNIA INC

Human Resources Director

920 Winter Street

Waltham, MA 02451

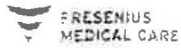
Exhibit A

Time Detail

Time Period: 8/22/2021 - 8/31/2024
 Query: Previously Selected Employee(s)
 Actual/Adjusted: Show hours worked in this period only.

Data Up to Date: 9/11/2024 8:32:12 AM
 Executed on: 9/11/2024 8:32AM GMT-04:00
 Printed for: 3258485
 Insert Page Break After Each Employee: No

Date/Time	Apply To	In Punch	In Exc	Out Punch	Out Exc	Override Amount	Adj/Ent Amount	Money Amount	Day Amount	Totaled Amount	Cum. Tot. Amount
<i>Xfr/Move: Account</i>		<i>Comment</i>		<i>Xfr: Work Rule</i>							
6/22/2024		9:53:00 AM		5:30:00 PM						7.62	5,154.88
6/25/2024		3:49:00 AM		9:18:00 AM						5.48	5,160.36
///1917//											
6/25/2024		9:48:00 AM		4:07:00 PM						6.32	5,166.68
6/26/2024		5:04:00 AM		9:56:00 AM						4.87	5,171.54
///1917//											
6/26/2024		10:26:00 AM		4:59:00 PM						6.55	5,178.09
6/27/2024		5:05:00 AM		11:48:00 AM						6.72	5,184.81
///1917//											
6/27/2024		12:20:00 PM		5:32:00 PM						5.20	5,190.01
LE											
6/28/2024	8:00 AM	PTOS-scheduled					0.00				5,190.01
6/29/2024	8:00 AM	PTOS-scheduled					0.00				5,190.01
6/30/2024	8:00 AM	PTOS-scheduled					0.00				5,190.01
7/1/2024	8:00 AM	PTOS-scheduled					0.00				5,190.01
7/2/2024		3:47:00 AM		8:22:00 AM						4.58	5,194.59
///1917//											
7/2/2024		8:52:00 AM		4:15:00 PM						7.38	5,201.98
7/3/2024		3:41:00 AM		8:58:00 AM						5.28	5,207.26
///1917//											
7/3/2024		9:28:00 AM		4:07:00 PM						6.65	5,213.91
7/4/2024		3:51:00 AM		8:26:00 AM						4.58	5,218.49
///1917//											
I: Tardy											
O: Shift Change											
7/4/2024		8:56:00 AM		4:02:00 PM						7.10	5,225.59
7/10/2024		3:43:00 AM		8:50:00 AM						5.12	5,230.71
///1917//											
7/10/2024		9:20:00 AM		4:05:00 PM						6.75	5,237.46
7/11/2024		3:46:00 AM		9:17:00 AM						5.52	5,242.98
///1917//											
7/11/2024		9:46:00 AM		5:27:00 PM						7.68	5,250.66
7/12/2024		3:45:00 AM		7:46:00 AM						4.02	5,254.68
///1917//											
7/12/2024		8:18:00 AM		12:46:00 PM						4.47	5,259.14
LE											
7/12/2024		1:17:00 PM		3:33:00 PM						2.27	5,261.41
AC0348											



USA Bio-Med Appl of California Inc 920 Winter Street Waltham, MA 02451 +1 781-699-9000
Antonio Correa Jr 2324 Mitzi Kim Cir Imperial, CA 92251

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Antonio Correa Jr	USA Bio-Med Appl of California Inc	52919	06/23/2024	07/06/2024	07/12/2024	

	Hours Worked	Gross Pay	Pre Tax Deductions	Employee Taxes	Post Tax Deductions	Net Pay
Current	70.71	3,816.36	310.68	792.43	48.84	2,664.41
YTD	598.84	43,233.38	3,662.70	9,087.68	537.24	29,945.76

Earnings							Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD Hours	YTD Amount	Description	Amount	YTD
Care Champions			0		0	500.00	OASDI	231.88	2,618.80
California Meal Wai			0		1	85.06	Medicare	54.23	612.46
Holiday Diff	06/30/2024 - 07/06/2024	11.68	21.475	250.83	11.68	250.83	Federal Withholding	268.71	3,122.71
Life Insurance Impu	06/23/2024 - 07/06/2024	0	0	5.36	0	74.00	State Tax - CA	196.47	2,269.08
Overtime Rate Adj			0		0	62.09	CA SDI - CASDI	41.14	464.63
PTO / Vacation			0		40	1,701.20			
Double Time			0		0.83	92.31			
Double Time Premi			0		0.83	35.32			
Overtime	06/23/2024 - 06/29/2024	11.13	42.95	478.04					
Overtime	06/30/2024 - 07/06/2024	11.58	42.95	497.37	178.04	11,988.61			
Overtime Premium	06/23/2024 - 06/29/2024	11.13	21.475	239.02					
Overtime Premium	06/30/2024 - 07/06/2024	11.58	25	289.50	178.04	3,831.67			
Regular	06/23/2024 - 06/29/2024	24	42.95	1,030.80					
Regular	06/30/2024 - 07/06/2024	24	42.95	1,030.80	419.97	24,686.29			
Earnings				3,821.72		43,307.38	Employee Taxes	792.43	9,087.68

Pre Tax Deductions			Post Tax Deductions		
Description	Amount	YTD	Description	Amount	YTD
401(k) Pre-Tax	228.99	2,594.03	Child Life	0.42	4.62
FSA HealthCare	43.48	478.24	Long Term Disability Buy Up	9.53	104.83
Medical Pre-Tax		240.00	Short Term Disability	38.89	427.79
Medical Pre-Tax	30.00	240.00			
Vision Pre-Tax	8.21	110.43			
Pre Tax Deductions	310.68	3,662.70	Post Tax Deductions	48.84	537.24

Employer Paid Benefits			Taxable Wages		
Description	Amount	YTD	Description	Amount	YTD
AD&D Life ER	0.90	12.60	OASDI - Taxable Wages	3,740.03	42,238.71
EAP ER	0.50	7.00	Medicare - Taxable Wages	3,740.03	42,238.71
Basic Life ER	9.37	136.15	Federal Withholding - Taxable Wages	3,511.04	39,644.68
Long Term Disability ER	12.11	169.60	State Tax Taxable Wages - CA	3,511.04	39,644.68
Medical ER		2,963.34			
Medical ER	493.89	3,951.12			
Employer Paid Benefits	516.77	7,239.81			

Federal			State			Absence Plans			
Marital Status	Married filing jointly (or Qualifying widow(er))	Single or Married (with two or more incomes)				Description	Accrued	Reduced	Available
Allowances	0	0				ESL	0	0	538.42
Additional Withholding	0	0				PTO	10.77	0	89.24

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
				2,664.41 USD

Exhibit B

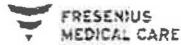
Time Detail

Time Period: 8/22/2021 - 8/31/2024
 Query: Previously Selected Employee(s)
 Actual/Adjusted: Show hours worked in this period only.

Data Up to Date: 9/11/2024 8:32:12 AM
 Executed on: 9/11/2024 8:32AM GMT-04:00
 Printed for: 3258485
 Insert Page Break After Each Employee: No

Date/Time	Apply To	In Punch	In Exc	Out Punch	Out Exc	Override Amount	Adj/Ent Amount	Money Amount	Day Amount	Totaled Amount	Cum. Tot. Amount
<i>Xfr/Move: Account</i>		<i>Comment</i>		<i>Xfr: Work Rule</i>							
////1917//											
4/30/2024		8:57:00 AM		2:06:00 PM						5.15	4,846.48
5/1/2024		3:42:00 AM	LE	8:23:00 AM						4.68	4,851.16
////1917//											
5/1/2024		8:53:00 AM		4:07:00 PM						7.23	4,858.39
5/2/2024		3:47:00 AM		8:32:00 AM						4.75	4,863.14
////1917//											
5/2/2024		9:02:00 AM		3:42:00 PM						6.67	4,869.81
5/3/2024	8:00 AM	PTOS-scheduled					0.00				4,869.81
5/4/2024	8:00 AM	PTOS-scheduled					0.00				4,869.81
5/8/2024		5:02:00 AM		11:06:00 AM						6.07	4,875.88
////1917//											
5/8/2024		11:36:00 AM		6:14:00 PM						6.63	4,882.51
5/9/2024		5:06:00 AM		11:28:00 AM						6.37	4,888.88
5/9/2024		11:59:00 AM		5:06:00 PM						5.12	4,893.99
5/10/2024		5:04:00 AM	LE	11:27:00 AM						6.38	4,900.38
////1917//											
5/10/2024		12:05:00 PM		5:12:00 PM						5.12	4,905.49
5/11/2024		3:48:00 AM	LE	8:33:00 AM						4.75	4,910.24
////1917//											
5/11/2024		9:03:00 AM		2:40:00 PM						5.62	4,915.86
5/13/2024		5:06:00 AM		9:32:00 AM						4.43	4,920.29
////1917//											
5/13/2024		10:02:00 AM		5:28:00 PM						7.43	4,927.73
5/14/2024		5:06:00 AM		8:18:00 AM						3.20	4,930.93
////1917//											
5/14/2024		8:48:00 AM		5:35:00 PM						8.78	4,939.71
5/15/2024		5:05:00 AM		10:45:00 AM						5.67	4,945.38
////1917//											
5/15/2024		11:16:00 AM		5:32:00 PM						6.27	4,951.64
5/16/2024		5:03:00 AM	LE	8:19:00 AM						3.27	4,954.91
////1917//											
5/16/2024		8:50:00 AM		5:30:00 PM						8.67	4,963.58

AC0345



USA Bio-Med Appl of California Inc 920 Winter Street Waltham, MA 02451 781-699-9000
Antonio Correa Jr 2304 Mitzi Kim Cir Imperial, CA 92251

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Antonio Correa Jr	USA Bio-Med Appl of California Inc	52919	04/28/2024	05/11/2024	05/17/2024	

	Hours Worked	Gross Pay	Pre Tax Deductions	Employee Taxes	Post Tax Deductions	Net Pay
Current	79.15	3,873.46	314.09	809.33	48.84	2,701.20
YTD	289.11	27,048.73	2,364.84	5,599.50	341.88	18,742.51

Earnings							Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD Hours	YTD Amount	Description	Amount	YTD
California Meal Wai		0	0		0	42.53	OASDI	235.42	1,634.30
Life Insurance Impu	04/28/2024 - 05/11/2024	0	0	5.28	0	52.80	Medicare	55.05	382.21
PTO / Vacation			0		40	1,701.20	Federal Withholding	275.14	1,898.19
Double Time	05/05/2024 - 05/11/2024	0.7	42.53	29.78	0.73	88.05	State Tax - CA	201.95	1,394.84
Double Time Premi	05/05/2024 - 05/11/2024	0.7	42.53	29.78	0.73	31.06	CA SDI - CASDI	41.77	289.96
Overtime	04/28/2024 - 05/04/2024	9.1	42.53	387.03					
Overtime	05/05/2024 - 05/11/2024	13.35	42.53	567.78	80.38	7,825.54			
Overtime Premium	04/28/2024 - 05/04/2024	9.1	21.265	193.52					
Overtime Premium	05/05/2024 - 05/11/2024	13.35	21.265	283.89	80.38	1,709.31			
Regular	04/28/2024 - 05/04/2024	24	42.53	1,020.72					
Regular	05/05/2024 - 05/11/2024	32	42.53	1,360.96	208	15,651.04			
Earnings				3,878.74		27,101.53	Employee Taxes	809.33	5,599.50

Pre Tax Deductions			Post Tax Deductions		
Description	Amount	YTD	Description	Amount	YTD
401(k) Pre-Tax	232.41	1,622.93	Child Life	0.42	2.94
FSA HealthCare	43.47	304.32	Long Term Disability Buy Up	9.53	66.71
Medical Pre-Tax		240.00	Short Term Disability	38.89	272.23
Medical Pre-Tax	30.00	120.00			
Vision Pre-Tax	8.21	77.59			
Pre Tax Deductions	314.09	2,364.84	Post Tax Deductions	48.84	341.88

Employer Paid Benefits			Taxable Wages		
Description	Amount	YTD	Description	Amount	YTD
AD&D Life ER	0.90	9.00	OASDI - Taxable Wages	3,797.06	26,359.62
EAP ER	0.50	5.00	Medicare - Taxable Wages	3,797.06	26,359.62
Basic Life ER	9.31	98.85	Federal Withholding - Taxable Wages	3,564.65	24,736.69
Long Term Disability ER	12.11	121.16	State Tax Taxable Wages - CA	3,564.65	24,736.69
Medical ER		2,963.34			
Medical ER	493.89	1,975.56			
Employer Paid Benefits	516.71	5,172.91			

		Federal	State	Absence Plans		
Marital Status	Married filing jointly (or Qualifying widow(er))	Single or Married (with two or more incomes)		Description	Accrued	Reduced Available
Allowances	0	0		ESL	0	0 528.2
Additional Withholding	0	0		PTO	10.77	0 46.16

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
				2,701.20 USD

Exhibit C

Time Detail

Time Period: 8/22/2021 - 8/31/2024
 Query: Previously Selected Employee(s)
 Actual/Adjusted: Show hours worked in this period only.

Data Up to Date: 9/11/2024 8:32:12 AM
 Executed on: 9/11/2024 8:32AM GMT-04:00
 Printed for: 3258485
 Insert Page Break After Each Employee: No

Date/Time	Apply To	In Punch	In Exc	Out Punch	Out Exc	Override Amount	Adj/Ent Amount	Money Amount	Day Amount	Totalled Amount	Cum. Tot. Amount
<i>Xfr/Move: Account</i>		<i>Comment</i>		<i>Xfr: Work Rule</i>							
2/1/2024	12:00 AM	LOA Unpaid					0.00				4,356.99
2/2/2024	12:00 AM	LOA Unpaid					0.00				4,356.99
2/8/2024		5:01:00 AM		8:27:00 AM						3.43	4,360.43
///1917//											
2/8/2024		8:57:00 AM		5:40:00 PM						8.72	4,369.14
		<i>O: unapproved OT</i>									
2/9/2024		5:05:00 AM		10:08:00 AM						5.05	4,374.19
///1917//											
2/9/2024		10:39:00 AM		5:33:00 PM						6.90	4,381.09
			LE								
2/10/2024		5:07:00 AM		8:26:00 AM						3.32	4,384.41
///1917//											
2/10/2024		8:55:00 AM		5:49:00 PM						8.90	4,393.31
		<i>O: unapproved OT</i>									
2/13/2024		3:53:00 AM		8:43:00 AM						4.83	4,398.14
///1917//											
2/13/2024		9:14:00 AM		4:10:00 PM						6.93	4,405.08
			LE								
2/15/2024		4:58:00 AM		8:35:00 AM						3.62	4,408.69
///1917//											
2/15/2024		9:05:00 AM		5:27:00 PM						8.37	4,417.06
2/16/2024		5:03:00 AM		9:46:00 AM						4.72	4,421.78
///1917//											
2/16/2024		10:18:00 AM		5:29:00 PM						7.18	4,428.96
			LE								
2/17/2024		3:55:00 AM		8:26:00 AM						4.52	4,433.48
///1917//											
2/17/2024		8:56:00 AM		3:05:00 PM						6.15	4,439.63
2/20/2024		3:53:00 AM		8:33:00 AM						4.67	4,444.29
///1917//											
2/20/2024		9:03:00 AM		4:21:00 PM						7.30	4,451.59
2/21/2024		3:53:00 AM		9:22:00 AM						5.48	4,457.08
///1917//											
2/21/2024		9:52:00 AM		4:21:00 PM						6.48	4,463.56
2/22/2024		4:58:00 AM		11:08:00 AM						6.17	4,469.73
///1917//											
2/22/2024		11:38:00 AM		4:50:00 PM						5.20	4,474.93

Page: 001 of 001
001 000000005334
001 000000005334

Bio-Med Appl of California Inc
781/699-9000
920 Winter Street
Waltham, MA 02451

EmpId: 52919

Earnings Statement

Page 001 of 001
Pay Rate: \$42.53
Basis of Pay: Hourly
Pay Period: 02/04/2024 - 02/17/2024
Advice Date: 02/23/2024
Advice Number: 0020716231
Batch Number: 000000005334

ANTONIO CORREA JR
2304 Mitzi Kim Cir
Imperial, CA 92251

Total Hours Worked: 82.64
Employer ID # CA 384-5295

Earnings	Rate	Hours/ Units	Amount	YTD
Regular	42.5300	56.00	2381.68	2381.68
Overtime	63.7948	26.27	1675.89	1675.89
Double Time	85.0541	0.37	31.47	31.47
PTO/VAC Adjust		10.77	0.00	0.00
ESL/SCK Adjust		8.00	0.00	0.00

Total Pay	82.64	4069.04	4069.04
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Total hours excludes differentials and adjustments

Taxes

Fed Withholding	299.46	299.46
Fed MED/EE	59.41	59.41
Fed CASDI/EE	249.77	249.77
CA Withholding	227.57	227.57
CA SDI FTDI	44.31	44.31

Total Tax Deductions	879.52	879.52
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Deposit	Type	Account	Amount
Deposit	Checking	XXXXX8380	2,833.65
Net Check			0.00

Deductions	Current	YTD
*Medical	30.00	30.00
*Vision	8.21	8.21
Dependent Life	0.42	0.42
Short Term Disabi	36.89	36.89
Long Term Disabil	9.53	9.53
*401(k)	245.34	245.34
*Health Care FSA	43.48	43.48

Total Deductions	375.87	375.87
Net Pay	2833.65	2833.65

*Before Tax excluded from fed taxable wages
Fed Taxable Wages 3767.29 3783.13

Employer Paid Benefits (**taxable)

Medical	493.89	1975.56
Employee Asst Pro	0.50	2.00
Basic Life	10.46	41.64
Basic Life**	5.28	21.12
AD & D	0.90	3.60
Long Term Disabil	12.12	48.48

Leave Balance Summary

	Start	Earned	Taken	Adj	End
PTO	0.00	10.77	0.00	10.77	21.54
ESL	503.01	2.75	0.00	8.00	513.76

Bio-Med Appl of California Inc
781/699-9000
920 Winter Street
Waltham, MA 02451

Advice Number: 0020716231

Advice Date: 02/23/2024

Deposited to the account of	Account Number	Amount
ANTONIO CORREA JR	XXXXX8380	2833.65

Total

2833.65

Exhibit D

PROSELYT
MEDICAL CARE

USA Bio-Med Appl of California Inc 920 Winter Street, Alhambra, WA 91401 Tel: 781-606-9000

Antonio Correa 6054 Madison Ave, Modesto, CA 95205

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Antonio Correa Jr	USA Bio-Med Appl of California Inc	52919	04/14/2024	04/27/2024	05/03/2024	

	Hours Worked	Gross Pay	Pre Tax Deductions	Employee Taxes	Post Tax Deductions	Net Pay
Current	79.36	3,571.95	314.00	808.90	48.84	2,700.21
YTD	209.96	23,175.27	2,050.75	4,790.17	293.04	16,041.31

Earnings						Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD Hours	YTD Amount	Description	Amount
California Meal Wai		0	0	0	0	42.53	OASDI	235.33
Life Insurance Impu	04/14/2024 - 04/27/2024	0	0	5.28	0	47.52	Medicare	55.04
PTO / Vacation		0	0	0	40	1,701.20	Federal Withholding	274.97
Double Time		0	0	0	0.03	58.27	State Tax - CA	201.61
Double Time Premi		0	0	0	0.03	1.28	CA SDI - CASDI	41.75
Overtime	04/14/2024 - 04/20/2024	10.58	42.53	449.97				
Overtime	04/21/2024 - 04/27/2024	12.78	42.53	543.54	57.93	6,870.73		
Overtime Premium	04/14/2024 - 04/20/2024	10.58	21.265	224.99				
Overtime Premium	04/21/2024 - 04/27/2024	12.78	21.265	271.77	57.93	1,231.90		
Regular	04/14/2024 - 04/20/2024	24	42.53	1,020.72				
Regular	04/21/2024 - 04/27/2024	32	42.53	1,360.96	152	13,269.36		
Earnings				3,877.23		23,222.79	Employee Taxes	808.90

Pre Tax Deductions			Post Tax Deductions		
Description	Amount	YTD	Description	Amount	YTD
401(k) Pre-Tax	232.32	1,390.52	Child Life	0.42	2.52
FSA HealthCare	43.47	260.85	Long Term Disability Buy Up	9.53	57.18
Medical Pre-Tax		240.00	Short Term Disability	38.89	233.34
Medical Pre-Tax	30.00	90.00			
Vision Pre-Tax	8.21	69.38			
Pre Tax Deductions	314.00	2,050.75	Post Tax Deductions	48.84	293.04

Employer Paid Benefits			Taxable Wages		
Description	Amount	YTD	Description	Amount	YTD
AD&D Life ER	0.90	8.10	OASDI - Taxable Wages	3,795.55	22,562.56
EAP ER	0.50	4.50	Medicare - Taxable Wages	3,795.55	22,562.56
Basic Life ER	9.31	89.54	Federal Withholding - Taxable Wages	3,563.23	21,172.04
Long Term Disability ER	12.11	109.05	State Tax Taxable Wages - CA	3,563.23	21,172.04
Medical ER		2,963.34			
Medical ER	493.89	1,481.67			
Employer Paid Benefits	516.71	4,656.20			

		Federal	State	Absence Plans		
Marital Status	Married filing jointly (or Qualifying widow(er))	Single or Married (with two or more incomes)		Description	Accrued	Reduced
Allowances	0	0		ESL	0	0
Additional Withholding	0	0		PTO	10.77	0

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
				2,700.21 USD

Exhibit E

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Business Search

The California Business Search provides access to available information for **corporations, limited liability companies and limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, **a basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

Advanced Search

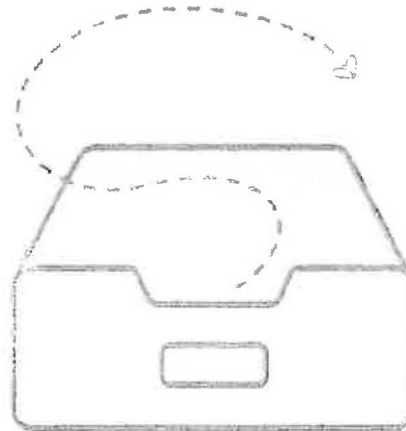
An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

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indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

[Advanced](#) ▼

No results were found for "USA Bio-med Appl of California Inc"

Try your search again with different filters or a different search term.

Search

—Please Select a Search Criteria*

FBN Name

New



To view a record, click on the file numt

Renew

FBN Name*

USA Bio-Med Appl of California Inc



Change



Search results will contain records ma
search results are high, change your s

Abandon

☐

Allow Partial Match

Withdraw



If you would like to purchase a record,
to Shopping Cart".

Modify

Search

Add to Shopping Cart

FBN Name:USA Bio-Med Appl of California Inc Allow Partial Match:True

0 Result(s)

Search

Please Select a Search Criteria*

FBN Registrant Corporation/LLC Name

New

Renew

Registrant Corporation*

USA Bio-Med Appl of California Inc

Change

Abandon

☐

Allow Partial Match

Withdraw

Modify

Search

 To view a record, click on the file number

 Search results will contain records matching your search criteria. If search results are high, change your search criteria.

 If you would like to purchase a record, click on the "Add to Shopping Cart" button.

Add to Shopping Cart

Registrant Corporation: USA Bio-Med Appl of California Inc

0 Result(s)