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156 S. Spruce Ave, Unit 206A, South San Francisco, CA 94080

November 4, 2026

VIA ONLINE SUBMISSION & E-MAIL

Labor and Workforce Development Agency
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
PAGAfilings@dir.ca.gov

VIA CERTIFIED MAIL

Enloe Medical Center
c/o Michael Wiltermood
1531 Esplanade
Chico, CA 95926

Dear Sir or Madam:

This correspondence shall serve as notice to both the California Labor and Workforce Development Agency, and employer Enloe Medical Center ("Employer") that Complainant Clarissa Perkins ("Plaintiff" or "Employee") is seeking civil penalties pursuant to California Labor Code § 2698 *et seq.*, the Private Attorney General Act of 2004 ("PAGA"), against Employer. Plaintiff seeks these penalties on behalf of herself and on behalf of other similarly situated and similarly aggrieved workers based on Plaintiff's belief that Employer's other workers were also subject to the violations described herein. More specifically, Plaintiff seeks to pursue PAGA claims on behalf of all non-exempt employees working for Defendant in California.

The brief description of facts herein is not intended to be exhaustive of the facts that support the claims herein; rather, the facts stated herein serve to put Employer and the Labor and Workforce Development Agency on notice.

The PAGA allows an individual worker to recover penalties that would normally go to the State for violations of California Labor Law. Specifically, Ms. Perkins seeks to enforce such

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penalties for violations against herself and all other aggrieved workers of Employer. Ms. Perkins is seeking the recovery of attorney fees to the extent permitted by California Labor Code § 2698 *et seq.*. Specifically, Plaintiff alleges that Employer violated several California Labor Code sections, as detailed herein. As such, Plaintiff alleges that Employer owes penalties pursuant to the provisions described herein and PAGA.

Plaintiff worked for Employer at its Chico, California location. Employer was and is registered as a business entity to do business in the State of California.

Plaintiff brings these claims on behalf of all non-exempt employees of Employer who worked in California.

FACTUAL BACKGROUND

Plaintiff began her employment with Defendants in August 2019. At all times during her employment with Defendants, Plaintiff was performing her job duties satisfactorily.

Defendant maintained a policy and practice whereby hourly employees were forced to skip meal and rest breaks, allegedly due to the employer's needs. Multiple times per week Defendant would require Plaintiff to miss meal and rest breaks to attend to work duties. Breaks were also interrupted by management. Plaintiff would be sitting in the breakroom, and management would come in and demand that Plaintiff perform work duties.

Even if Plaintiff put up a sign saying she was on break while in the break room, management would criticize her by saying the sign needed more detail such as the exact start time and planned end time of the break.

Management would not allow Plaintiff to begin meal or rest breaks within the timelines required by law, rendering the breaks late if at all. Defendant's focus on its own needs took precedence over Plaintiff's and Class Members' rights to timely breaks.

All policies and practices described herein were in place at all of Defendants' business locations in California. As such, all members of the classes were subject to these same unlawful policies and practices in violation of California law. Plaintiff is informed and believes that Defendants knowingly engaged in the unlawful acts alleged herein, thereby enjoying a significant competitive edge over other companies within its industry. In many, if not all cases, these common practices have led to willful violations of California and federal law, entitling Plaintiff and Class Members to a recovery, pursuant to, *inter alia*, the statutes cited herein.

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Plaintiff was terminated more than 30 days ago. Defendant did not pay final wages on time to its employees, including Plaintiff. Defendant did not pay for the failure to provide meal and rest breaks, and thus, Plaintiff's paychecks were consistently short. Thus, she still has not received all of her wages, and it has been more than thirty (30) days.

All policies and practices described herein were in place at all of Defendants' business locations in California. As such, all members of the classes were subject to these same unlawful policies and practices in violation of California law. Plaintiff is informed and believes that Defendants knowingly engaged in the unlawful acts alleged herein, thereby enjoying a significant competitive edge over other companies within its industry. In many, if not all cases, these common practices have led to willful violations of California and federal law, entitling Plaintiff and Class Members to a recovery, pursuant to, *inter alia*, the statutes cited herein.

In accordance with the notice and exhaustion procedures required under the PAGA, facts are described herein to support Plaintiff's allegation that Employer violated several provisions of the Labor Code, including but not necessarily limited to those cited herein.

MEAL AND REST PERIOD CLAIMS

Employer failed to provide and refused to authorize and/or permit Plaintiff and other workers to take meal and rest periods and further failed to pay premiums to Plaintiff and other workers who missed meal or rest periods. Plaintiff and other workers routinely work through meal and rest periods. Even when Plaintiff and other workers received a break, it was not within the time limits required. Plaintiff is informed and believes and thereon alleges that Employer is aware that Plaintiff and other workers do not consistently receive the break and lunch periods to which they are entitled. Employer did not pay premiums to Plaintiff and other workers for missed meal and rest periods. Accordingly, Employer violated Labor Code §§ 226.7, 512, 558, 1198, in addition to provisions of the applicable Industrial Welfare Commission Wage Orders.

INACCURATE PAYROLL RECORDS CLAIM

Employer failed to properly maintain accurate time records and failed to provide accurate payroll records. Labor Code § 226(a) requires that wage statements display the "(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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

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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 his/her/their social security number, except that by January 1, 2008, only the last four digits of his/her/their social security number or an employee identification number other than a social security number may be shown on an itemized statement, (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." For instance, Employer failed to provide complete and accurate wage statements because they did not accurately list all items required by Labor Code § 226(a). Further, Employer's failure to properly pay for all hours worked and failure to pay premiums owed constitute independent bases to support Plaintiff's claim for failure to provide accurate payroll records. Accordingly, Employer violated Labor Code §§ 226, 226.3, 1174, 1174.5, 1198, in addition to provisions of the applicable Industrial Welfare Commission Wage Orders.

FINAL WAGES CLAIM

Employer failed to implement a policy and practice of paying Plaintiff and other workers their accrued wages and other compensation due immediately upon termination or within seventy-two hours of resignation, as required by the California Labor Code. As a result, Plaintiff and other workers were not paid all compensation due immediately upon termination or within seventy-two hours of resignation, as required by the California Labor Code. Accordingly, Employer violated Labor Code §§ 200-205, in addition to provisions of the applicable Industrial Welfare Commission Wage Orders, in particular Employer violated Sections 201 and 202 regarding deadlines to pay final wages. Employer also failed to pay the necessary "final pay" penalties pursuant to Section 203.

Respectfully Submitted,
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