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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **IN AND FOR THE COUNTY OF SAN JOAQUIN**

17 DOUGLAS GILL, on behalf of the State of
18 California, as a private attorney general,

19 Plaintiff,

20 vs.

21 LODI MEMORIAL HOSPITAL
22 ASSOCIATION, INC., a Corporation; and
23 DOES 1 through 50, inclusive,

24 Defendants.

Case No.

STK-CV-UOE-2025-12196

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a), 226.7,
246, 510, 512, 558(a)(1)(2), 1194, 1197,
1197.1, 1198, 1198.5, California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), and the applicable
Wage Order(s).

1 Plaintiff Douglas Gill (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendant Lodi Memorial Hospital
8 Association, Inc. (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties
9 on behalf of all current and former aggrieved employees that worked for DEFENDANT.
10 PLAINTIFF does **not seek to recover anything other than penalties as permitted by**
11 **California Labor Code § 2699**. To the extent that statutory violations are mentioned for wage
12 violations, PLAINTIFF does not seek underlying general and/or special damages for those
13 violations, but simply the civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
15 for PAGA penalties *only*, which is the precise and sole nature of this action.

16 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
17 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
18 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
19 complaint should be construed as attempting to obtain any relief that would not be available in
20 a PAGA-only action.

21 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
22 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
23 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

24 **THE PARTIES**

25 5. Lodi Memorial Hospital Association, Inc. (“DEFENDANT”) is a corporation at
26 all relevant times mentioned herein conducted and continues to conduct substantial business in
27 California.
28

1 6. DEFENDANT owns and operates a hospital in San Joaquin County, California.

2 7. PLAINTIFF was employed by DEFENDANT in California from October of 2022
3 to January of 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt
4 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
5 payment of minimum and overtime wages due for all time worked.

6 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
7 the requirements and exhaust the administrative procedures under the Private Attorney General
8 Act, brings this Representative Action on behalf of the State of California with respect to all
9 individuals who are or previously were employed by DEFENDANT in California, including any
10 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
11 (“AGGRIEVED EMPLOYEES”) during the time period of February 17, 2024 until a date as
12 determined by the Court (the "PAGA PERIOD").

13 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
14 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
15 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s
16 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512,
17 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, California Code of Regulations, Title 8,
18 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
19 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
20 within the meaning of Labor Code § 2699.

21 10. The true names and capacities, whether individual, corporate, subsidiary,
22 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
23 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
24 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
25 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
26 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
27 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
28

1 50, inclusive, are responsible in some manner for one or more of the events and happenings
2 that proximately caused the injuries and damages hereinafter alleged.

3 11. The agents, servants and/or employees of the Defendants and each of them
4 acting on behalf of the Defendants acted within the course and scope of his, her or its
5 authority as the agent, servant and/or employee of the Defendants, and personally
6 participated in the conduct alleged herein on behalf of the Defendants with respect to the
7 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
8 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
9 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
10 conduct of the Defendants' agents, servants and/or employees.

11 12 THE CONDUCT

13 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
14 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
15 worked, meaning the time during which an employee is subject to the control of an
16 employer, including all the time the employee is suffered or permitted to work.
17 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
18 paying them for all the time they are under DEFENDANT's control. Among other things,
19 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
20 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
21 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
22 break. DEFENDANT, as a matter of established company policy and procedure,
23 administers a uniform practice of rounding the actual time worked and recorded by
24 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
25 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
26 EMPLOYEES are paid less than they would have been paid had they been paid for actual
27 recorded time rather than "rounded" time. Additionally, DEFENDANT engages in the
28 practice of requiring PLAINTIFF and the AGGRIEVED EMPLOYEES to perform work off

1 the clock in that DEFENDANT, as a condition of employment, required these employees to
2 submit to mandatory temperature checks and symptom questionnaires for COVID-19
3 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a
4 result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime
5 wage compensation, and off-duty meal breaks by working without their time being correctly
6 recorded and without compensation at the applicable rates. DEFENDANT's policy and
7 practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is
8 evidenced by DEFENDANT's business records.

9 13. State law provides that employees must be paid overtime and meal and rest
10 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
11 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
12 tied to specific elements of an employee's performance.

13 14. The second component of PLAINTIFF's and the AGGRIEVED
14 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
15 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
16 performance for DEFENDANT. The non-discretionary incentive program provided all
17 employees paid on an hourly basis with incentive compensation when the employees met the
18 various performance goals set by DEFENDANT. However, when calculating the regular
19 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
20 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
21 compensation as part of the employees' "regular rate of pay" for purposes of calculating
22 overtime pay and meal and rest break premium pay. Management and supervisors described
23 the incentive program to potential and new employees as part of the compensation package.
24 As a matter of law, the incentive compensation received by PLAINTIFF and the
25 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to
26 do so has resulted in a underpayment of overtime compensation and meal and rest break
27 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

1 15. As a result of their rigorous work schedules, PLAINTIFF and the
2 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
3 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
4 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
5 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
6 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
7 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
8 which these employees were required by DEFENDANT to work ten (10) hours of work.
9 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
10 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
11 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
12 and in accordance with DEFENDANT's corporate policy and practice.

13 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
14 EMPLOYEES were also required from time to time to work in excess of four (4) hours
15 without being provided ten (10) minute rest periods. Further, these employees were denied
16 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
17 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
18 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
19 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
20 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
21 also not provided with one hour wages in lieu thereof. Additionally, the applicable
22 California Wage Order requires employers to provide employees with off-duty rest periods,
23 which the California Supreme Court defined as time during which an employee is relieved
24 from all work related duties and free from employer control. In so doing, the Court held that
25 the requirement under California law that employers authorize and permit all employees to
26 take rest period means that employers must relieve employees of all duties and relinquish
27 control over how employees spend their time which includes control over the locations
28 where employees may take their rest period. Employers cannot impose controls that prohibit

1 an employee from taking a brief walk - five minutes out, five minutes back. Here,
2 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
3 unconstrained walks and is unlawful based on DEFENDANT's rule which states
4 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
5 their rest period.

6 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and
7 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
8 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
9 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
10 all time worked, meaning the time during which an employee was subject to the control of
11 an employer, including all the time the employee was permitted or suffered to permit this
12 work. DEFENDANT required these employees to work off the clock without paying them
13 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
14 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
15 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
16 EMPLOYEES forfeited time worked by working without their time being accurately
17 recorded and without compensation at the applicable minimum wage and overtime wage
18 rates. To the extent that the time worked off the clock does not qualify for overtime
19 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
20 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

21 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
22 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
23 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
24 provides that every employer shall furnish each of his or her employees with an accurate
25 itemized wage statement in writing showing, among other things, gross wages earned and all
26 applicable hourly rates in effect during the pay period and the corresponding amount of time
27 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
28 an hourly basis. As such, the wage statements should reflect all applicable hourly rates

1 during the pay period and the total hours worked, and the applicable pay period in which the
2 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
3 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
4 identify such information. More specifically, the wage statements failed to identify the
5 accurate total hours worked each pay period. When the hours shown on the wage statements
6 were added up, they did not equal the actual total hours worked during the pay period in
7 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
8 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
9 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
10 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
11 statements which violated Cal. Lab. Code § 226.

12 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
13 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
14 the wages are paid not more than seven (7) calendar days following the close of the payroll
15 period. Cal. Lab. Code § 210 provides:

16 in [I]n addition to, and entirely independent and apart from, any other penalty provided
17 this article, every person who fails to pay the wages of each employee as provided in
18 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
19 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

20 20. DEFENDANT from time to time failed to pay PLAINTIFF and the
21 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
22 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
23 wage payments.

24 21. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
25 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
26 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
27 employees earn non-discretionary remuneration, including, but not limited to, incentives,
28 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,

1 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
2 their base rates of pay.

3 22. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt
4 employees be calculated by dividing the employee's total wages, not including overtime
5 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
6 days of employment.

7 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
8 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
9 earned non-discretionary incentive wages which increased their regular rate of pay.
10 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
11 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
12 required under Cal. Lab. Code Section 246.

13 24. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
14 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
15 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
16 believes and based thereon alleges that such failure to pay sick pay at regular rate was
17 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are
18 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

19 25. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
20 terminated and DEFENDANT has not tendered payment of all wages owed as required by
21 law in violation of the California Labor Code, Sections 201, 202, 203.

22 23 **JURISDICTION AND VENUE**

24 26. This Court has jurisdiction over this Action pursuant to California Code of
25 Civil Procedure, Section 410.10.

26 27. Venue is proper in this Court pursuant to California Code of Civil Procedure,
27 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
28 DEFENDANT (i) currently maintains and at all relevant times maintained offices and

1 facilities in this County and/or conducts substantial business in this County, and (ii)
2 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
3 AGGRIEVED EMPLOYEES.

4
5 **FIRST CAUSE OF ACTION**

6 **For Violation of the Private Attorneys General Act**

7 **[Cal. Lab. Code §§ 2698]**

8 **(By PLAINTIFF and Against All Defendants)**

9 28. PLAINTIFF realleges and incorporates by this reference, as though fully set
10 forth herein, the prior paragraphs of this Complaint.

11 29. PAGA is a mechanism by which the State of California itself can enforce state
12 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
13 the state's labor law enforcement agencies. An action to recover civil penalties under
14 PAGA is fundamentally a law enforcement action designed to protect the public and not to
15 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
16 but to create a means of "deputizing" citizens as private attorneys general to enforce the
17 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
18 public interest to allow aggrieved employees, acting as private attorneys general to recover
19 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
20 claims cannot be subject to arbitration.

21 30. PLAINTIFF, and such persons that may be added from time to time who
22 satisfy the requirements and exhaust the administrative procedures under the Private
23 Attorney General Act, brings this Representative Action on behalf of the State of California
24 with respect to all individuals who are or previously were employed by DEFENDANT in
25 California, including any employees staffed with DEFENDANT by a third party, and
26 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
27 period of February 17, 2024 until a date as determined by the Court (the "PAGA PERIOD").

28 31. On February 17, 2025, PLAINTIFF gave written notice by electronic mail to

1 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
2 employer of the specific provisions of this code alleged to have been violated as required by
3 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
4 herein (*PAGA Notice only without draft complaint*). On June 20, 2025, PLAINTIFF gave
5 amended written notice by electronic mail to the Labor and Workforce Development Agency
6 (the "Agency") and by certified mail to the employer of the specific provisions of this code
7 alleged to have been violated as required by Labor Code § 2699.3. See **Exhibit #2**, attached
8 hereto and incorporated by this reference herein. The statutory waiting period for
9 PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to
10 Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA
11 pursuant to Section 2699 as the proxy of the State of California with respect to all
12 AGGRIEVED EMPLOYEES as herein defined.

13 32. The policies, acts and practices heretofore described were and are an unlawful
14 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
15 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
16 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
17 (d) failed to pay overtime wages and sick pay wages, and (f) failed to provide wages when
18 due, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202,
19 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5,
20 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
21 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
22 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
23 Labor Code Private Attorney General Act of 2004 as the representative of the State of
24 California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED
25 EMPLOYEES.

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28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:
1004

February 17, 2025
CA3652

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Lodi Memorial Hospital Association, Inc.
Certified Mail #9589071052702306888860
CSC - LAWYERS INCORPORATING
SERVICE
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, Suite
150N
SACRAMENTO, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Lodi Memorial Hospital Association, Inc. in California, including any employees staffed with Lodi Memorial Hospital Association, Inc. by a third party, and classified as non-exempt employees during the time period of February 17, 2024 until a date as determined by the Court. Our offices represent Plaintiff Douglas Gil (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Lodi Memorial Hospital Association, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from October of 2022 to January of 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant

required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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EXHIBIT 2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:
1009

June 20, 2025
CA3652

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Lodi Memorial Hospital Association, Inc.
Certified Mail #9589071052703176334570
CSC - LAWYERS INCORPORATING
SERVICE
KOY SAECHAO
2710 GATEWAY OAKS DRIVE, Suite
150N
SACRAMENTO, CA 95833

Re: AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM 1080504-25

Amended Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Plaintiff's original PAGA Notice was sent to Defendant and the LWDA on February 14, 2025. On April 1, 2025, the LWDA sent Plaintiff's counsel a letter directing the submission of an Amended PAGA Notice setting forth specific violations personally suffered by Plaintiff and describing the particular facts and theories supporting the specific violations alleged. Accordingly, this letter serves as Amended written notice under California Labor Code Section 2699.3 on behalf of Douglas Gill ("Plaintiff") and all other Aggrieved Employees of Lodi Memorial Hospital Association, Inc. ("Defendant").

"Aggrieved Employees" refers to all individuals who are or previously were employed by Lodi Memorial Hospital Association, Inc. in California, including any employees staffed with Lodi Memorial Hospital Association, Inc. by a third party, and classified as non-exempt employees during the time period of February 14, 2024 until a date as determined by the Court ("PAGA Period"). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from October of 2022 to January 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally

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required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as an emergency department technician and worked at Defendant's emergency department, located at 975 South Fairmont Avenue Lodi, CA 95240. Defendant's emergency department was where Plaintiff would perform his job duties consisting of cleaning patient rooms/medical bays to be reused, various acts of medical care for several patients such as wound care, splinting, sanitizing wounds, wrapping wounds to prevent blood loss, and CPR to save lives. Plaintiff also would move patients around the emergency room and take patients to receive imaging. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant. For example, Plaintiff was regularly unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of having to complete his job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Further, Plaintiff was never encouraged to take meal or rest breaks by his emergency department manager, Janelle Heisler. Multiple times since November of 2024, Plaintiff has reported missing meal and rest breaks to Ms. Heisler. But nothing was ever done about it. Plaintiff was rarely able to take rest breaks, and his meal breaks were late, missed or interrupted multiple times every week. Moreover, because the reasons for not being able to take compliant breaks was generally the same for meal breaks and rest breaks, it is illogical that no meal or rest break violations occurred. As a result of having to attend to several patients in need of medical assistance, there were also times when Plaintiff, while clocked out for a meal or rest break, was forced to answer call lights to attend to patients in need. In addition, Defendant required Plaintiff to carry a two way radio at all times and was forced to promptly respond to radio calls, even during meal and rest breaks. This led to many times where Plaintiff had to perform work while on a meal or rest break resulting in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. As a result of Defendant failing to pay all meal and rest break premium wages, the wage statements are inaccurate. Attached as **Exhibit #1** is a true and correct copy of Plaintiff's wage statements for pay periods from December 22, 2024 to January 4, 2024 showing no rest break premiums paid and no meal breaks paid by Defendant for all of 2024.

Further, Defendant also paid Plaintiff nondiscretionary performance based incentive wages such as "Evening Shift Diff" but failed to include these payments into Plaintiff's regular rate for the purposes of calculating the correct overtime and sick pay rates of pay in violation of Cal. Lab. Code Sections 246 & 510. Attached as **Exhibit #2** is a true and correct

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copy of Plaintiff's wage statements for pay periods from January 5, 2025 to January 18, 2025 showing that payment and violation.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Finally, under 1198.5 of the California Labor Code Plaintiff has the right to inspect and receive copies of his personnel records relating to his performance and any grievances. Defendant is required to comply and respond within thirty (30) days of a written request for the employment file. Plaintiff sent via certified mail a written request for his employment file on January 30, 2025, Defendant to this day has still not responded to this written request or produced Plaintiff's employment file. As a result, Plaintiff may now recover a penalty of seven hundred and fifty (\$750) from Defendant. A true and correct copy of the written request is attached hereto as **Exhibit#3**.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

EXHIBIT #1



Pay Statement

Employee Name	Payroll
Douglas Gill	Bi-Weekly
Person Number	Legal Entity Name
	Lodi Memorial Hospital Association, Inc.
Employee Address	Legal Entity Address
	975 S FAIRMONT AVE Lodi, CA 95240 Contact Center: 1-844-574-5686

Period Type	Payment Date	Period Start Date	Period End Date	Base Salary/Hourly Rate
Bi-Weekly	01/10/2025	12/22/2024	01/04/2025	29.85

Summary			
Description	Current	Year to Date	
Gross Earnings	2,200.53	2,200.53	
Pretax Deductions	171.12	171.12	
Employee Tax Deductions	416.18	416.18	
After Tax Deductions	31.02	31.02	
Net Payment	1,582.21	1,582.21	
Imputed Earnings	0.28	0.28	

Earnings							
Description	Start Date	End Date	Hours Worked	Other Hours	Rate	Current	YTD
Regular Hrs			70.70		29.85	2,110.39	2,110.39
Evening Shift Diff				35.12	2.50	87.80	87.80
LTD Off Set						2.34	2.34
Total			70.70	35.12		2,200.53	2,200.53

Imputed Earnings						
Description	Start Date	End Date	Hours/Unit	Rate	Current	YTD
Basic Life Imputed Income					0.28	0.28
Total					0.28	0.28

Pretax Deductions			
Description	Current	YTD	
AHRP 403	131.89	131.89	
Medical AH Ded	39.23	39.23	
Total	171.12	171.12	

Tax Deductions			
Description	Current	YTD	
Federal Income Tax	165.16	165.16	
Social Security Employee	134.02	134.02	
Medicare Employee	31.34	31.34	
State Income Tax (CA)	59.72	59.72	
State Disability Insurance Employee (CA)	25.94	25.94	
Total	416.18	416.18	

After Tax Deductions			
Description	Current	YTD	
Meals	29.37	29.37	
LTD EE Deduction	1.65	1.65	
Total	31.02	31.02	

Net Pay Distribution			
Check/Deposit Number	Bank/Routing #	Account Number	Payment Amount
			1,582.21

Paid Time Off	
Plan	Current Balance
Paid Leave	63.96
Protected Sick	36.62
Extended Illness	13.16

ADVISE OF DEPOSIT - NON NEGOTIABLE

EXHIBIT #2



Pay Statement

Employee Name	Payroll
Douglas Gill	Bi-Weekly
Person Number	Legal Entity Name
	Lodi Memorial Hospital Association, Inc.
Employee Address	Legal Entity Address
	975 S FAIRMONT AVE Lodi, CA 95240 Contact Center: 1-844-574-5686

Period Type	Payment Date	Period Start Date	Period End Date	Base Salary/Hourly Rate
Bi-Weekly	01/10/2025	01/05/2025	01/18/2025	29.85

Summary			
Description	Current	Year to Date	
Gross Earnings	2,715.80	4,916.33	
Pretax Deductions	202.04	373.16	
Employee Tax Deductions	748.14	1,164.32	
After Tax Deductions	1.65	32.67	
Net Payment	1,763.97	3,346.18	
Imputed Earnings	0.28	0.56	

Earnings							
Description	Start Date	End Date	Hours Worked	Other Hours	Rate	Current	YTD
Paid Leave Term CA v2				63.97	29.85	1,909.50	1,909.50
Sick Leave				12.00	30.92	371.06	371.06
Regular Hrs			12.00		29.85	358.20	2,468.59
Meeting Hours			2.00		29.85	59.70	59.70
Evening Shift Diff				6.00	2.50	15.00	102.80
LTD Off Set						2.34	4.68
Total			14.00	81.97		2,715.80	4,916.33

Imputed Earnings						
Description	Start Date	End Date	Hours/Unit	Rate	Current	YTD
Basic Life Imputed Income					0.28	0.56
Total					0.28	0.56

Pretax Deductions			
Description	Current	YTD	
AHRP 403	162.81	294.70	
Medical AH Ded	39.23	78.46	
Total	202.04	373.16	

Tax Deductions			
Description	Current	YTD	
Federal Income Tax	409.10	574.26	
Social Security Employee	165.96	299.98	
Medicare Employee	38.82	70.16	
State Income Tax (CA)	125.05	184.77	
State Disability Insurance Employee (CA)	9.21	35.15	
Total	748.14	1,164.32	

After Tax Deductions			
Description	Current	YTD	
LTD EE Deduction	1.65	3.30	
Meals	0.00	29.37	
Total	1.65	32.67	

Net Pay Distribution			
Check/Deposit Number	Bank/Routing #	Account Number	Payment Amount
			1,763.97

Paid Time Off	
Plan	Current Balance
Paid Leave	0.00
Protected Sick	0.00
Extended Illness	0.00

ADVICE OF DEPOSIT - NON NEGOTIABLE

EXHIBIT #3

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(858) 551-1232

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WRITERS EXT: 5

January 30, 2025

CA3652

VIA CERTIFIED MAIL

Lodi Memorial Hospital Association Inc
975 S. Fairmont Avenue
Lodi, CA 95240
Certified Mail #9589 0710 5270 2306 8886 31

Re: Employee Douglas Gill – Request for Employment Records

Dear Human Resource Director:

Please be advised we have been retained by Douglas Gill to investigate employment law violations. Mr. Gill worked for your company in California. Please direct all future communication regarding this matter to our office.

This letter is written to request copies of all paystubs issued to Mr. Gill during his tenure of employment with you. Additionally, we would like a copy of Mr. Gill's complete employment file, including all documents and arbitration agreements signed by Mr. Gill and all background check disclosure and authorization forms.

Under California Labor Code Section 1198.5, an employer is required to allow an employee to inspect and receive a copy of his or her personnel records which relate to the employee's performance or to any grievance concerning the employee. The failure of an employer to permit an employee to review his or her personnel file is a misdemeanor per Labor Code Section 1199. Labor Code Section 432 also entitles an employee to receive copies of any signed documents related to the obtaining or holding of employment.

Additionally, California Labor Code Section 226(b) requires employers to make payroll records available to employees upon reasonable request. Labor Code Section 226(c) further requires that the employer comply with the request for records as soon as practicable, but no later than thirty (30) calendar days from the date of request. Finally, Labor Code Section 226(f) entitles employees to recover civil penalties of \$750.00 against an employer who violates these requirements.

This request is made on behalf of Douglas Gill in accordance with California Labor Code §§ 226, 1198.5, as well as the applicable Industrial Welfare Commission Wage Order, § 7(c). Please provide the records within thirty (30) days from the date of this correspondence. We would be pleased to pay for any reasonable copy charges.

Respectfully,

/s/ Nicholas De Blouw

Nicholas J. De Blouw, Esq

AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS

I, Douglas Gill ("Client"), do hereby authorize Lodi Memorial Hospital ("Employer"), to release my entire employment file, including all pay statements, time cards issued to me, arbitration agreements signed by me, background check disclosure and authorization forms signed by me, and all other documents signed by me from the date of my hire, to my attorneys at Blumenthal, Nordrehaug & Bhowmik located at 2255 Calle Clara, La Jolla, California 92037. Thank you.

Respectfully,


Douglas Gill (Jan 23, 2025 17:54 PST)

Client