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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

JOANNE IBAY, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

STANFORD HEALTH CARE, a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 26CV485937

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, 2802 California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), and the applicable
Wage Order(s).

1 Plaintiff Joanne Ibay (“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 her own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendant Stanford Health Care (referred
8 to as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all current
9 and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek**
10 **to recover anything other than penalties as permitted by California Labor Code § 2699.**

11 To the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not
12 seek underlying general and/or special damages for those violations, but simply the civil
13 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 her individual capacity; she 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 her individual capacity.

24 **THE PARTIES**

25 5. Stanford Health Care (“DEFENDANT”) is a corporation that at all relevant times
26 mentioned herein conducted and continues to conduct substantial business in California.

27 6. DEFENDANT provides medical and health services to its patients in Santa Clara
28

1 County.

2 7. PLAINTIFF was employed by DEFENDANT in California from May of 2022 to
3 October 1, 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 November 18, 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, 2802 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. As a result, PLAINTIFF and the AGGRIEVED
28 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal

1 breaks by working without their time being correctly recorded and without compensation at
2 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
3 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
4 records.

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

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

24 15. As a result of their rigorous work schedules, PLAINTIFF and the
25 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
26 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
27 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
28 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving

1 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
2 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
3 which these employees were required by DEFENDANT to work ten (10) hours of work.
4 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
5 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
6 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
7 and in accordance with DEFENDANT's corporate policy and practice.

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

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

16 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
17 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
18 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
19 provides that every employer shall furnish each of his or her employees with an accurate
20 itemized wage statement in writing showing, among other things, gross wages earned and all
21 applicable hourly rates in effect during the pay period and the corresponding amount of time
22 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
23 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
24 during the pay period and the total hours worked, and the applicable pay period in which the
25 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
26 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
27 identify such information. More specifically, the wage statements failed to identify the
28 accurate total hours worked each pay period. When the hours shown on the wage statements

1 were added up, they did not equal the actual total hours worked during the pay period in
2 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
3 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
4 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
5 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
6 statements which violated Cal. Lab. Code § 226.

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

11 in [I]n addition to, and entirely independent and apart from, any other penalty provided
12 this article, every person who fails to pay the wages of each employee as provided in
13 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
14 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.

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

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

26 22. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
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1 employees be calculated by dividing the employee's total wages, not including overtime
2 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
3 days of employment.

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

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

16 25. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
17 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
18 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
19 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
20 2802, employers are required to indemnify employees for all expenses incurred in the course
21 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
22 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
23 employee in direct consequence of the discharge of his or her duties, or of his or her
24 obedience to the directions of the employer, even though unlawful, unless the employee, at
25 the time of obeying the directions, believed them to be unlawful."

26 26. In the course of their employment PLAINTIFF and the AGGRIEVED
27 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
28 personal cellular phones as a result of and in furtherance of their job duties as employees for

1 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
2 associated with the use of their personal cellular phones for DEFENDANT's benefit.
3 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
4 DEFENDANT to use their personal cellular phones. As a result, in the course of their
5 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
6 incurred unreimbursed business expenses which included, but were not limited to, costs
7 related to the use of their personal cellular phones all on behalf of and for the benefit of
8 DEFENDANT.

9 27. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
10 terminated and DEFENDANT has not tendered payment of all wages owed as required by
11 law.

12 **JURISDICTION AND VENUE**

13 28. This Court has jurisdiction over this Action pursuant to California Code of
14 Civil Procedure, Section 410.10.

15 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,
16 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
17 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
18 facilities in this County and/or conducts substantial business in this County, and (ii)
19 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
20 AGGRIEVED EMPLOYEES.

21 **FIRST CAUSE OF ACTION**

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

23 **[Cal. Lab. Code §§ 2698]**

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

25 30. PLAINTIFF realleges and incorporates by this reference, as though fully set
26 forth herein, the prior paragraphs of this Complaint.

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

10 32. PLAINTIFF, and such persons that may be added from time to time who
11 satisfy the requirements and exhaust the administrative procedures under the Private
12 Attorney General Act, brings this Representative Action on behalf of the State of California
13 with respect to all individuals who are or previously were employed by DEFENDANT in
14 California, including any employees staffed with DEFENDANT by a third party, and
15 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
16 period of November 18, 2024 until a date as determined by the Court (the "PAGA
17 PERIOD").

18 33. On November 18, 2025, PLAINTIFF gave written notice by electronic mail to
19 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
20 employer of the specific provisions of this code alleged to have been violated as required by
21 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference
22 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
23 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
24 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
25 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

26 34. The policies, acts and practices heretofore described were and are an unlawful
27 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
28 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly

1 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
2 (d) failed to pay overtime wages and sick pay wages, and (e) failed to reimburse employees
3 for required expenses, all in violation of the applicable Labor Code sections listed in Labor
4 Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197,
5 1197.1, 1198, 2802 California Code of Regulations, Title 8, Section 11040, Subdivision
6 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to civil penalties as a
7 result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as
8 prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of
9 the State of California for the illegal conduct perpetrated on PLAINTIFF and the
10 AGGRIEVED EMPLOYEES.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
13 severally, as follows:

14 1. On behalf of the State of California and with respect to all AGGRIEVED
15 EMPLOYEES:

16 A) Recovery of civil penalties as prescribed by the Labor Code Private
17 Attorneys General Act of 2004; and,

18 B) An award of attorneys' fees and cost of suit, as allowable under the
19 law, including, but not limited to, pursuant to Labor Code §2699.

20 Dated: February 2, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
21

22 By: /s/ Norman B. Blumenthal

23 Norman B. Blumenthal
24 Kyle R. Nordrehaug
25 Nicholas J. De Blouw

26 *Attorneys for Plaintiff*

27 _____
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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1009

November 18, 2025
CA3733

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

STANFORD HEALTH CARE
Certified Mail #9589071052702856215246
Debra L. Zumwalt
450 Jane Stanford Way , Bldg. 170
3rd Floor
Stanford, CA 94305

Re: 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, 2802 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:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Joanne Ibay (“Plaintiff”) and all other Aggrieved Employees of Stanford Health Care (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Stanford Health Care in California, including any employees staffed with Stanford Health Care by a third party, and classified as non-exempt employees during the time period of November 18, 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 May of 2022 to October 1, 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, for all of their time spent working off the clock as described further below, and for business expenses incurred but not reimbursed.

Plaintiff was employed by Defendant as a Surgical Technologist at Stanford Hospital located at 300 Pasteur Drive, Stanford, CA 94305. Plaintiff’s job duties included assisting in the preparation of the operating room and equipment, readying the patient for surgery,

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assisting the doctor during the surgical procedure, passing instruments and counting supplies. During the PAGA Period, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

For example, Plaintiff was regularly unable to take compliant meal breaks and rest breaks which were often late, interrupted or missed entirely in violation of Cal. Labor Codes Section 226.7, 512 & 1198. By way of background, Plaintiff worked an Alternative Work Schedule which usually consisted of three 12-hour shifts per week. Plaintiff's typical shift was scheduled from 6:45 a.m. to 7:15 p.m. Many times, however, Plaintiff was required to stay for one or two additional 2-hour "On-Call" shifts. This would occur, for example, if Plaintiff was in a surgery that had not finished at the end of her normal shift or at the end of a first "On-Call" shift. In short, Plaintiff always worked at least a 12-hour shift but sometimes worked up to 16 hours in one day. Plaintiff therefore should have always received a 1st and 2nd meal break and sometimes a 3rd meal break. A vast majority of the time, however, Plaintiff received only one meal break which was late, taken after the 5th hour of her shift, usually at 12:30 p.m. or 1 p.m. Indeed, Defendant must have known that Plaintiff was entitled to two meal breaks in a 12-hour shift. Instead of providing two timely and duty-free meal breaks, however, Defendant instructed Plaintiff to take one meal break for one hour in an effort to combine both meal breaks at once. Plaintiff's meal break, when taken, was often interrupted by work-related issues. For example, as set forth above, one of Plaintiff's duties was to assist in the counting of tools and/or instruments used in a surgical procedure. Sometimes, while attempting to take a meal break, Plaintiff would be contacted regarding a potential miscount of surgical tools and sometimes would immediately return to the surgery room to investigate and/or explain her view on what may have occurred. With respect to rest breaks, Plaintiff received her first break late, after the 4th hour of her shift and many times only received one rest break during her entire shift, thus missing her 2nd, 3rd and/or 4th rest break. Similar to meal breaks, Plaintiff's rest breaks were also interrupted with work-related issues. Plaintiff's wage statements show that Defendant did not accurately record and provide Plaintiff with meal and rest break premium payments for the numerous meal and rest break violations she suffered during the PAGA Period. For example, between January 1, 2025 and October 1, 2025, Plaintiff received no rest break penalty payments and only 4 meal break penalty payments. Attached as **Exhibit #1** is a true and correct copy of Plaintiff's wage statement dated October 2, 2025.

In addition, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, while off the clock and attempting to enjoy uninterrupted and duty-free meal breaks, Plaintiff was sometimes contacted on her cell phone by surgeons and/or other hospital staff regarding work issues related to surgeries she was involved with. When contacted during her meal breaks, Plaintiff was expected to respond and/or cut short her meal break in order to address the situation. In addition, Plaintiff was contacted by Defendant regarding work-related issues after her shift ended as well. For example, Plaintiff

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was contacted from time to time on her way home from work regarding surgeries she was involved with and also contacted on her days off regarding surgeries which Defendant believed she had specific knowledge about. Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were significant as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work.

Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. Therefore, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiff alleges that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, the wage statements failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent working during meal breaks and after her shift ended, as set forth above. In addition, Defendant failed to include all non-discretionary wages into the regular rate for purposes of calculating Plaintiff's correct overtime and meal break premium rate during certain pay periods. For example, during the PAGA Period Plaintiff earned a shift differential ("**Eve Diff NP**") and "**On Call**" pay in the same pay period she worked overtime, but the shift differential and "On Call" pay was not included in Plaintiff's regular rate for purposes of calculating her correct overtime rate during that pay period. Attached as **Exhibit #2** is a true and correct copy of Plaintiff's wage statement dated May 2, 2025. There are other examples of Defendant's failure to pay the proper overtime rate and meal break premium rate to Plaintiff. For example, at the end of 2024, Plaintiff earned several non-discretionary forms of payment, including shift differentials ("**Eve Diff NP**", "**Nht Diff**", "**Nht Diff NP**") and "On Call" pay, but these payments were again not factored into Plaintiff's regular rate for purposes of calculating her correct overtime and meal break premium rate resulting in an underpayment of overtime and meal break premiums. Attached as **Exhibit #3** is a true and correct copy of Plaintiff's wage statement dated January 10, 2025. See also **Exhibit #4**, a true and correct copy of Plaintiff's wage statement dated June 27, 2025, which includes additional non-discretionary pay ("**Callbk WkdNX**", "**Preceptor**") that is not included in Plaintiff's regular rate in a pay period where she earned overtime. This failure to include all non-discretionary incentive wages into Plaintiff's regular rate, also was a violation of Cal. Lab code section 510.

Defendant also failed to comply with California's paid sick leave laws with respect to Plaintiff and other Aggrieved Employees in violation of California Labor Code Section 246. Due to Defendant's policy and practice of not including some forms of non-discretionary wages, including but not limited to "**On Call**", "**Eve Diff NP**", "**Nht**

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Diff’, **’Nht Diff NP**’, **’Callbk WkdNX**’ and **’Preceptor**’ from the regular rate of pay, Plaintiff believes and alleges that Defendant underpaid sick pay at only Plaintiff’s and Aggrieved Employees’ base hourly rate instead of regular rate of pay.

Plaintiff was also not reimbursed for business related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. As set forth above, Plaintiff was contacted on her cell phone during meal breaks and after her shift ended regarding work-related issues. Plaintiff was not, however, reimbursed for the reasonable expenses incurred on her cell phone.

Finally, 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, such as when Plaintiff’s employment with Defendant ended in October of 2025, 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.

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/ *Ricardo Ehmann*

Ricardo R. Ehmann, Esq.

EXHIBIT 1

Stanford Health Care 300 Pasteur Drive Stanford, CA 94305 +1 650-723-4748
Joanne Ibay

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Joanne Ibay	Stanford Health Care		09/28/2025	10/11/2025	10/02/2025	

	Hours Worked	Gross Pay	Pre Tax Deduction	Employee Taxes	Post Tax Deduction	Net Pay
Current	0.00	264.09	0.00	47.42	60.95	155.72
YTD	1,069.10	101,156.08	10,717.14	11,573.41	1,200.40	77,665.13

Earnings						Employee Taxes		
Description	Dates	Hours/ Units	Rate	Amount	YTD Hours/ Units	YTD Amount	Description	Amount YTD
Callbk WkdNX			0		18.82	1,758.38	OASDI	16.54 5,643.56
ConfTraining			0		3	184.95	Medicare	3.86 1,319.86
DBL Time NX			0		75.55	9,544.31	Federal Withholding	0.00 325.56
Eve Diff NP			0		81.84	499.54	State Tax - CA	27.02 3,195.93
Ext Sick Lve			0		78.2	4,767.63	CA SDI - CASDI	0.00 1,088.50
GrpTermLife	09/28/2025 - 10/01/2025	0	0	2.72	0	52.32		
Hday Wkd Reg			0		12	725.16		
MealPenalty			0		4	260.98		
Nht Diff			0		23.28	227.30		
Nht Diff NP			0		0.02	0.20		
On Call			0		109.2	3,322.76		
Overtime HW			0		12	397.98		
PTO KIN			0		60	3,926.52		
PaidTimeOff			0		258.95	15,882.45		
Preceptor			0		164.11	492.33		
Regular			0		951.84	58,121.74		
PTO CashoutTerm	09/28/2025 - 10/01/2025	4.22	62.58	264.09	4.22	264.09		
Wkd Diff \$			0		21.76	43.52		
Overtime			0		7.89	736.24		
Earnings				266.81		101,208.40	Employee Taxes	47.42 11,573.41

Pre Tax Deduction			Post Tax Deduction		
Description	Amount	YTD	Description	Amount	YTD
403bCont		533.88	AD&D	6.80	136.00
Dental	0.00	397.10	Legal	10.75	215.00
DepCare		3,958.27	STD Sup	19.67	385.05
FSAMed		2,612.50	LTD Sup	16.70	326.78
Health	0.00	2,010.39	SupLife	7.03	137.57
Park1		1,205.00			
Pre Tax Deduction	0.00	10,717.14	Post Tax Deduction	60.95	1,200.40

Employer Paid Benefits			Taxable Wages		
Description	Amount	YTD	Description	Amount	YTD
403ERContrib	13.20	4,204.99	OASDI - Taxable Wages	266.81	91,025.14
403B M		444.90	Medicare - Taxable Wages	266.81	91,025.14
Life AD&D	2.00	39.22	Federal Withholding - Taxable Wages	266.81	90,491.26
DentalER	52.35	1,047.00	State Tax Taxable Wages - CA	266.81	90,491.26
HRA ER		200.00			
LTD	7.91	154.81			
HealthER	642.30	12,846.00			
Employer Paid Benefits	717.76	18,936.92			

	Federal	State	Absence Plans		
Marital Status			Description	Accrued	Reduced Available
Allowances			Extended Sick Leave	0	0.412952 0
Total Dependent Amount			PTO	0	4.22368 20
Additional Withholding					

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
				155.72 USD

EXHIBIT 2

Stanford Health Care 300 Pasteur Drive Stanford, CA 94305 +1 650-723-4748
Joanne Ibay

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Joanne Ibay	Stanford Health Care		04/13/2025	04/26/2025	05/02/2025	

	Hours Worked	Gross Pay	Pre Tax Deduction	Employee Taxes	Post Tax Deduction	Net Pay
Current	37.41	5,068.13	472.54	585.19	59.47	3,950.93
YTD	532.19	47,910.16	5,236.74	5,683.53	535.23	36,454.66

Earnings							Employee Taxes		
Description	Dates	Hours/ Units	Rate	Amount	YTD Hours/ Units	YTD Amount	Description	Amount	YTD
Callbk WkdNX	04/13/2025 - 04/19/2025	1.53	92.915	142.17	9.15	852.85	OASDI	285.08	2,680.28
DBL Time NX	04/13/2025 - 04/19/2025	4.38	125.4	549.26	41.01	5,159.12	Medicare	66.67	626.84
Eve Diff NP	04/13/2025 - 04/19/2025	5.88	6.043	35.54	45.26	273.56	Federal Withholding	0.00	325.56
Ext Sick Lve	04/20/2025 - 04/26/2025	15.94	60.43	963.26	15.94	963.26	State Tax - CA	178.29	1,532.36
GrpTermLife	04/13/2025 - 04/26/2025	0	0	2.56	0	23.04	CA SDI - CASDI	55.15	518.49
Hday Wkd Reg			0		12	725.16			
MealPenalty			0		2	132.44			
Nht Diff			0		12	116.03			
Nht Diff NP			0		0.02	0.20			
On Call	04/13/2025 - 04/19/2025	2.12	30.215	64.06	73.47	2,219.94			
Overtime HW			0		12	397.98			
Overtime	04/13/2025 - 04/19/2025	0.05	92.915	4.66	0.05	4.66			
PTO KIN			0		60	3,926.52			
PaidTimeOff	04/13/2025 - 04/19/2025	9.38	60.43	566.84					
PaidTimeOff	04/20/2025 - 04/26/2025	12.22	60.43	738.46	73.4	4,435.59			
Preceptor	04/13/2025 - 04/19/2025	11.95	3	35.85	92.08	276.24			
Regular	04/13/2025 - 04/19/2025	23.9	60.43	1,444.28	469.98	28,400.95			
Wkd Diff \$			0		12.83	25.66			
Callbk WkdNX	03/30/2025 - 04/05/2025	-2	27.035	-187.65					
Callbk WkdNX	03/30/2025 - 04/05/2025	-2	93.18	-186.36					
Callbk WkdNX	03/30/2025 - 04/05/2025	2	93.18	186.36					
DBL Time NX	03/30/2025 - 04/05/2025	2.07	125.93	260.68					
DBL Time NX	03/30/2025 - 04/05/2025	0.07	125.93	8.82					
DBL Time NX	03/30/2025 - 04/05/2025	-0.07	127.22	-8.91					
Eve Diff P	03/30/2025 - 04/05/2025	-0.2	6.043	-1.21		0.00			
Regular	03/30/2025 - 04/05/2025	7.48	60.43	452.02					
Earnings				5,070.69		47,933.20	Employee Taxes	585.19	5,683.53

Pre Tax Deduction			Post Tax Deduction		
Description	Amount	YTD	Description	Amount	YTD
403bCont		533.88	AD&D	6.80	61.20
Dental	20.90	188.10	Legal	10.75	96.75
DepCare	208.33	1,874.97	STD Sup	19.00	171.00
FSAMed	137.50	1,237.50	LTD Sup	16.12	145.08
Health	105.81	952.29	SupLife	6.80	61.20
Park1		450.00			
Pre Tax Deduction	472.54	5,236.74	Post Tax Deduction	59.47	535.23

Employer Paid Benefits			Taxable Wages		
Description	Amount	YTD	Description	Amount	YTD
403ERContrib	208.18	1,928.38	OASDI - Taxable Wages	4,598.15	43,230.34
403B M		444.90	Medicare - Taxable Wages	4,598.15	43,230.34
Life AD&D	1.94	17.46	Federal Withholding - Taxable Wages	4,598.15	42,696.46
DentalER	52.35	471.15	State Tax Taxable Wages - CA	4,598.15	42,696.46
LTD	7.64	68.76			
HealthER	642.30	5,780.70			
Employer Paid Benefits	912.41	8,711.35			

	Federal	State	Absence Plans		
Marital Status			Description	Accrued	Reduced Available
Allowances			Extended Sick Leave	0.86942	15.94 53.65754
Additional Withholding			PTO	8.941535	21.6 97.054954

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
				3,950.93 USD

EXHIBIT 3

Stanford Health Care 300 Pasteur Drive Stanford, CA 94305 +1 650-723-4748
Joanne Ibay

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Joanne Ibay	Stanford Health Care		12/22/2024	01/04/2025	01/10/2025	

	Hours Worked	Gross Pay	Pre Tax Deduction	Employee Taxes	Post Tax Deduction	Net Pay
Current	59.51	5,671.01	744.65	1,121.96	59.47	3,744.93
YTD	59.51	5,671.01	744.65	1,121.96	59.47	3,744.93

Earnings							Employee Taxes		
Description	Dates	Hours/ Units	Rate	Amount	YTD Hours/ Units	YTD Amount	Description	Amount	YTD
DBL Time NX	12/22/2024 - 12/28/2024	2.13	126.76	270.00			OASDI	322.46	322.46
DBL Time NX	12/29/2024 - 01/04/2025	0.83	126.54	105.03	2.96	375.03	Medicare	75.41	75.41
Eve Diff NP	12/22/2024 - 12/28/2024	2	6.043	12.09	2	12.09	Federal Withholding	325.56	325.56
GrpTermLife	12/22/2024 - 01/04/2025	0	0	2.56	0	2.56	State Tax - CA	336.15	336.15
Hday Wkd Reg	12/22/2024 - 12/28/2024	12	60.43	725.16	12	725.16	CA SDI - CASDI	62.38	62.38
MealPenalty	12/22/2024 - 12/28/2024	1	66.33	66.33					
MealPenalty	12/29/2024 - 01/04/2025	1	66.11	66.11	2	132.44			
Nht Diff	12/22/2024 - 12/28/2024	12	9.6688	116.03	12	116.03			
Nht Diff NP	12/22/2024 - 12/28/2024	0.02	9.6688	0.20	0.02	0.20			
On Call	12/22/2024 - 12/28/2024	2	30.215	60.43					
On Call	12/29/2024 - 01/04/2025	3.17	30.215	95.79	5.17	156.22			
Overtime HW	12/22/2024 - 12/28/2024	12	33.165	397.98	12	397.98			
PTO KIN	12/29/2024 - 01/04/2025	12	66.11	793.32	12	793.32			
PaidTimeOff	12/29/2024 - 01/04/2025	3.45	60.43	208.49	3.45	208.49			
Preceptor	12/22/2024 - 12/28/2024	12.08	3	36.24					
Preceptor	12/29/2024 - 01/04/2025	8.55	3	25.65	20.63	61.89			
Regular	12/22/2024 - 12/28/2024	24	60.43	1,450.32					
Regular	12/29/2024 - 01/04/2025	20.55	60.43	1,241.84	44.55	2,692.16			
Earnings				5,673.57		5,673.57	Employee Taxes	1,121.96	1,121.96

Pre Tax Deduction			Post Tax Deduction		
Description	Amount	YTD	Description	Amount	YTD
403bCont	272.11	272.11	AD&D	6.80	6.80
Dental	20.90	20.90	Legal	10.75	10.75
DepCare	208.33	208.33	STD Sup	19.00	19.00
FSAMed	137.50	137.50	LTD Sup	16.12	16.12
Health	105.81	105.81	SupLife	6.80	6.80
Pre Tax Deduction	744.65	744.65	Post Tax Deduction	59.47	59.47

Employer Paid Benefits			Taxable Wages		
Description	Amount	YTD	Description	Amount	YTD
403ERContrib	226.76	226.76	OASDI - Taxable Wages	5,201.03	5,201.03
403B M	226.76	226.76	Medicare - Taxable Wages	5,201.03	5,201.03
Life AD&D	1.94	1.94	Federal Withholding - Taxable Wages	4,928.92	4,928.92
DentalER	52.35	52.35	State Tax Taxable Wages - CA	4,928.92	4,928.92
LTD	7.64	7.64			
HealthER	642.30	642.30			
Employer Paid Benefits	1,157.75	1,157.75			

	Federal	State	Absence Plans		
Marital Status			Description	Accrued	Reduced Available
Allowances			Extended Sick Leave	0.869536	0 62.589284
Additional Withholding			PTO	-3.057272	3.45 142.928666

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
				3,744.93 USD

EXHIBIT 4

Stanford Health Care 300 Pasteur Drive Stanford, CA 94305 +1 650-723-4748
Joanne Ibay

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Joanne Ibay	Stanford Health Care		06/08/2025	06/21/2025	06/27/2025	

	Hours Worked	Gross Pay	Pre Tax Deduction	Employee Taxes	Post Tax Deduction	Net Pay
Current	72.27	4,853.74	472.54	544.32	61.11	3,775.77
YTD	736.44	66,326.79	6,954.36	7,742.44	716.10	50,913.89

Earnings							Employee Taxes		
Description	Dates	Hours/ Units	Rate	Amount	YTD Hours/ Units	YTD Amount	Description	Amount	YTD
Callbk WkdNX	06/15/2025 - 06/21/2025	0.07	93.465	6.55	11.33	1,057.99	OASDI	271.80	3,716.11
DBL Time NX	06/08/2025 - 06/14/2025	0.16	125.05	20.01			Medicare	63.57	869.09
DBL Time NX	06/15/2025 - 06/21/2025	3.06	125.28	383.36	50.36	6,344.78	Federal Withholding	0.00	325.56
Eve Diff NP	06/15/2025 - 06/21/2025	2	6.165	12.33	54.1	327.82	State Tax - CA	156.37	2,112.80
Ext Sick Lve			0		27.94	1,703.06	CA SDI - CASDI	52.58	718.88
GrpTermLife	06/08/2025 - 06/21/2025	0	0	2.64	0	30.96			
Hday Wkd Reg			0		12	725.16			
MealPenalty			0		2	132.44			
Nht Diff			0		12	116.03			
Nht Diff NP			0		0.02	0.20			
On Call	06/08/2025 - 06/14/2025	2	30.825	61.65					
On Call	06/15/2025 - 06/21/2025	0.82	30.825	25.28	89.32	2,704.95			
Overtime HW			0		12	397.98			
Overtime	06/15/2025 - 06/21/2025	0.02	93.465	1.88	2.03	187.80			
PTO KIN			0		60	3,926.52			
PaidTimeOff	06/08/2025 - 06/14/2025	0.9	61.65	55.49	134.3	8,160.81			
Preceptor	06/15/2025 - 06/21/2025	11.93	3	35.79	128.26	384.78			
Regular	06/08/2025 - 06/14/2025	35.05	61.65	2,160.84					
Regular	06/15/2025 - 06/21/2025	33.91	61.65	2,090.56	660.72	40,130.81			
Wkd Diff \$			0		12.83	25.66			
GrpTermLife	04/27/2025 - 05/10/2025	0	0	-2.56					
GrpTermLife	04/27/2025 - 05/10/2025	0	0	2.64					
Earnings				4,856.46		66,357.75	Employee Taxes	544.32	7,742.44

Pre Tax Deduction			Post Tax Deduction		
Description	Amount	YTD	Description	Amount	YTD
403bCont		533.88	AD&D	6.80	81.60
Dental	20.90	250.80	Legal	10.75	129.00
DepCare	208.33	2,499.96	STD Sup	19.38	229.14
FSAMed	137.50	1,650.00	LTD Sup	16.45	194.43
Health	105.81	1,269.72	SupLife	6.91	81.93
Park1		750.00	STD Sup - 04/27/2025 - 05/10/2025	0.38	
			LTD Sup - 04/27/2025 - 05/10/2025	0.33	
			SupLife - 04/27/2025 - 05/10/2025	0.11	
Pre Tax Deduction	472.54	6,954.36	Post Tax Deduction	61.11	716.10

Employer Paid Benefits			Taxable Wages		
Description	Amount	YTD	Description	Amount	YTD
403ERContrib	215.34	2,738.12	OASDI - Taxable Wages	4,383.92	59,937.27
403B M		444.90	Medicare - Taxable Wages	4,383.92	59,937.27
Life AD&D	1.97	23.37	Federal Withholding - Taxable Wages	4,383.92	59,403.39
DentalER	52.35	628.20	State Tax Taxable Wages - CA	4,383.92	59,403.39
HRA ER		200.00			
LTD	7.79	92.13			
HealthER	642.30	7,707.60			
Life AD&D - 04/27/2025 - 05/10/2025	0.03				
LTD - 04/27/2025 - 05/10/2025	0.15				
Employer Paid Benefits	919.93	11,834.32			

	Federal	State	Absence Plans		
Marital Status			Description	Accrued	Reduced Available
Allowances			Extended Sick Leave	0.848772	0 44,87248
Total Dependent Amount			PTO	8.729181	0.9 69,218949
Additional Withholding					

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
				3,775.77 USD