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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **IN AND FOR THE COUNTY OF FRESNO**

11 SUSAN VALENZUELA, on behalf of the
12 State of California, as a private attorney
general,

14 Plaintiff,

15 vs.

16 SAINT AGNES MEDICAL CENTER, a
17 Corporation; and DOES 1 through 50,
18 inclusive,

19 Defendants.

Case No. [25CECG04998](#)

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 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 Susan Valenzuela (“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 Saint Agnes Medical Center
8 (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all
9 current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not**
10 **seek to recover anything other than penalties as permitted by California Labor Code §**
11 **2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF
12 does not seek underlying general and/or special damages for those violations, but simply the
13 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 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. Saint Agnes Medical Center (“DEFENDANT”) is a corporation that at all relevant
26 times mentioned herein conducted and continues to conduct substantial business in California.

27 6. DEFENDANT owns and operates a medical center in Fresno County.
28

1 7. PLAINTIFF is currently employed by DEFENDANT in California. PLAINTIFF's
2 employment with DEFENDANT started in July of 2024. PLAINTIFF has been at all times
3 classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled
4 to the legally required meal and rest periods and payment of minimum and overtime wages due
5 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 July 28, 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 §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2),
17 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
18 Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing,
19 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the
20 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. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
11 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
12 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
13 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
14 2802, employers are required to indemnify employees for all expenses incurred in the course
15 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
16 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
17 employee in direct consequence of the discharge of his or her duties, or of his or her
18 obedience to the directions of the employer, even though unlawful, unless the employee, at
19 the time of obeying the directions, believed them to be unlawful."

20 25. In the course of their employment PLAINTIFF and the AGGRIEVED
21 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
22 personal cellular phones as a result of and in furtherance of their job duties as employees for
23 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
24 associated with the use of their personal cellular phones for DEFENDANT's benefit.
25 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
26 DEFENDANT to use their personal cellular phones. As a result, in the course of their
27 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
28 incurred unreimbursed business expenses which included, but were not limited to, costs

1 related to the use of their personal cellular phones all on behalf of and for the benefit of
2 DEFENDANT.

3
4 **JURISDICTION AND VENUE**

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

7 27. Venue is proper in this Court pursuant to California Code of Civil Procedure,
8 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
9 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
10 facilities in this County and/or conducts substantial business in this County, and (ii)
11 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
12 AGGRIEVED EMPLOYEES.

13
14 **FIRST CAUSE OF ACTION**

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

16 **[Cal. Lab. Code §§ 2698]**

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

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

20 29. PAGA is a mechanism by which the State of California itself can enforce state
21 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
22 the state's labor law enforcement agencies. An action to recover civil penalties under
23 PAGA is fundamentally a law enforcement action designed to protect the public and not to
24 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
25 but to create a means of "deputizing" citizens as private attorneys general to enforce the
26 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
27 public interest to allow aggrieved employees, acting as private attorneys general to recover
28 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA

1 claims cannot be subject to arbitration.

2 30. PLAINTIFF, and such persons that may be added from time to time who
3 satisfy the requirements and exhaust the administrative procedures under the Private
4 Attorney General Act, brings this Representative Action on behalf of the State of California
5 with respect to all individuals who are or previously were employed by DEFENDANT in
6 California, including any employees staffed with DEFENDANT by a third party, and
7 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
8 period of July 28, 2024 until a date as determined by the Court (the "PAGA PERIOD").

9 31. On July 28, 2025, PLAINTIFF gave written notice by electronic mail to the
10 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
11 employer of the specific provisions of this code alleged to have been violated as required by
12 Labor Code § 2699.3. *See Exhibit #1*, attached hereto and incorporated by this reference
13 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
14 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
15 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
16 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

17 32. The policies, acts and practices heretofore described were and are an unlawful
18 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
19 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
20 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
21 (d) failed to pay overtime wages and sick pay wages, and (e) failed to reimburse employees
22 for required expenses, all in violation of the applicable Labor Code sections listed in Labor
23 Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198,
24 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
25 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
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1 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
2 Labor Code Private Attorney General Act of 2004 as the representative of the State of
3 California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED
4 EMPLOYEES.

5
6 **PRAYER FOR RELIEF**

7 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
8 severally, as follows:

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

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

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

15 Dated: October 23, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
16 LLP

17
18 By: /s/ Norman Blumenthal
19 Norman B. Blumenthal
20 Kyle R. Nordrehaug
21 Nicholas J. De Blouw

22 **CENTURION TRIAL ATTORNEYS, APC**
23 Ryan Stygar, Esq. (State Bar #332764)
24 8880 Rio San Diego Dr., Suite 800
25 San Diego, CA 92108

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

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July 28, 2025
CA3661

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

SAINT AGNES MEDICAL CENTER
Certified Mail #9589071052700057738038
CT CORPORATION SYSTEM
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 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 Violation of 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 Susan Valenzuela (“Plaintiff”) and all other Aggrieved Employees of Saint Agnes Medical Center (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Saint Agnes Medical Center in California, including any employees staffed with Saint Agnes Medical Center by a third party, and classified as non-exempt employees during the time period of July 28, 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 has been employed by Defendant since July 15, 2024. 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 businesses expenses incurred but not reimbursed.

Plaintiff works as a Clinical Nurse III at Defendant’s Wound Care, Hyperbaric and Amputation Prevention Center (“Wound Center”) located at 7015 N. Maple Avenue, Suite 101, Fresno, CA 93720. Throughout Plaintiff’s employment and during the PAGA

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period, Plaintiff and other Aggrieved Employees are often unable to receive compliant meal breaks and rest breaks, which are often taken late, after the 5th hour of work, interrupted by work issues, or missed entirely. For example, due to physicians taking longer than expected to treat some patients, patient emergencies and/or being too busy and short-staffed, Plaintiff is sometimes unable to take her meal break by the 5th hour of her shift. Moreover, it not uncommon for Plaintiff's meal breaks to be interrupted by work-related issues, such as a co-worker or her supervisor, Krysta Pryatel, asking Plaintiff questions about a particular patient. With respect to rest breaks, due to a constant high volume of work, Plaintiff rarely, if ever, receives 10-minute duty-free rest breaks every 3 hours of work. Plaintiff's workplace is simply too busy for Plaintiff and other Aggrieved Employees to receive compliant meal and rest breaks on a regular basis. As a result, during the PAGA period Plaintiff and other Aggrieved Employees are often unable to take compliant meal breaks and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. Plaintiff's wage statements show, to date, only one meal break penalty has been paid and no rest break penalties have been paid to Plaintiff since she began working for Defendant. Attached as Exhibit #1 is a true and correct copy of Plaintiff's wage statement dated December 20, 2024, showing one meal break premium paid and no rest break premiums paid by Defendant in 2024 when Plaintiff often did not receive compliant meal and/or rest breaks since she began working for Defendant in July of 2024.

In addition, Plaintiff has worked while off the clock which has resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, Plaintiff is sometimes interrupted during meal breaks (eg. "I need to ask you about a patient.") which results in unpaid off the clock work. From time to time Plaintiff also received calls after her shift had ended regarding questions about patients – all while off the clock resulting in additional unpaid wages. Also, as described above, pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were numerous in this regard as a result of the non-payment and/or underpayment of meal and rest break penalties and the failure to pay for all the off the clock work.

Additionally, Plaintiff and the Aggrieved Employees are paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. This did not, however, always occur. Plaintiff therefore contends that Defendant fails to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provides to Plaintiff and the Aggrieved employees are not accurate because, for example, the wage statements fail to identify the correct number of hours worked since Defendant fails to record the time Plaintiff spends working during meal breaks or when she is called at home regarding patient issues. In

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addition, Defendant fails to include all non-discretionary incentive wages into the regular rate for purposes of calculating Plaintiff's correct overtime rate during certain pay periods. For example, Plaintiff received a non-discretionary bonus for referring an individual she knew for an open job position at the Wound Clinic and, in the same pay period, also received a non-discretionary fringe benefit payment. Specifically, for the pay period May 4, 2025 through May 17, 2025, Plaintiff received a "Bonus-Referral" payment of \$51.86 and a "Fringe" payment of \$144.07 – and, during that same pay period, Plaintiff worked overtime, but the bonus and fringe payments were not included in Plaintiff's regular rate for purposes of calculating her correct overtime rate during that pay period. Plaintiff was underpaid overtime as a result. This failure to include all non-discretionary incentive wages into Plaintiff's regular rate, also was a violation of Cal. Lab code section 510. Attached as **Exhibit #2** is a true and correct copy of Plaintiff's wage statement for the time period May 4, 2025 through May 17, 2025.

Plaintiff was also not reimbursed for business related expenses she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff was required to download and use an application on her cell phone called "Authenticator" to be used if Plaintiff got locked out of the work computer. Plaintiff's cell phone was also used for communicating with Defendant regarding scheduling issues but Plaintiff was not reimbursed the reasonable expenses she incurred using her cell phone for Defendant's benefit. Further, Defendant required Plaintiff to wear scrubs with a specific color – "Caribbean blue" – for which she purchased 5 pairs at her own expense without getting reimbursed. Moreover, Plaintiff was not reimbursed for gas and/or mileage as a result of CPR certification classes that Plaintiff was required to attend every quarter.

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 referral bonus payments (eg. "Bonus-Referral" & "Fringe") 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.

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.

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

Respectfully,

/s/ Ricardo R. Ehmann

Ricardo R. Ehmann, Esq.

EXHIBIT 1

Saint Agnes Medical Center 1303 East Herndon Avenue Fresno, CA 93720 (734) 343-1000

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Valenzuela, Susan Hourly	Saint Agnes Medical Center		12/01/2024	12/14/2024	12/20/2024	

	Hours Worked	Gross Pay	Pre Tax Deductions	Employee Taxes	Post Tax Deductions	Net Pay
Current	61.28	3,759.43	375.95	724.22	0.00	2,659.26
YTD	719.02	44,161.63	4,052.77	9,328.01	0.00	30,780.85

Earnings							Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD Hours	YTD Amount	Description	Amount	YTD
Regular	12/01/2024 - 12/14/2024	60.58	61	3,695.38	575.95	35,132.95	OASDI	233.08	2,738.02
Missed Meals/Break			0		1	61.89	Medicare	54.51	640.34
Education/Training			0		135.24	8,249.64	Federal Withholding	303.63	4,125.52
Overtime	12/01/2024 - 12/14/2024	0.7	91.5	64.05	7.83	717.15	State Tax - CA	91.64	1,338.35
							CA SDI - CASDI	41.36	485.78
Earnings				3,759.43		44,161.63	Employee Taxes	724.22	9,328.01

Pre Tax Deductions		
Description	Amount	YTD
403b Contribution (Percent)	375.95	4,052.77
Pre Tax Deductions	375.95	4,052.77

Taxable Wages		
Description	Amount	YTD
OASDI - Taxable Wages	3,759.43	44,161.63
Medicare - Taxable Wages	3,759.43	44,161.63
Federal Withholding - Taxable Wages	3,383.48	40,108.86
State Tax Taxable Wages - CA	3,383.48	40,108.86

	Federal	State	Absence Plans			
Marital Status			Description	Accrued	Reduced	Available
Allowances			California Sick Bank (Fresno)	2.05	0	24.03
Additional Withholding			St. Agnes Grandfathered Bank	0	0	0

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
				2,659.26 USD

EXHIBIT 2

Saint Agnes Medical Center 1303 East Herndon Avenue Fresno, CA 93720 (734) 343-1000

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Valenzuela, Susan Hourly	Saint Agnes Medical Center		05/04/2025	05/17/2025	05/23/2025	

	Hours Worked	Gross Pay	Pre Tax Deductions	Employee Taxes	Post Tax Deductions	Net Pay
Current	39.45	2,466.85	246.69	419.43	0.00	1,800.73
YTD	712.78	45,877.83	4,587.83	9,888.08	0.00	31,401.92

Earnings							Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD Hours	YTD Amount	Description	Amount	YTD
Regular	05/04/2025 - 05/17/2025	39.17	61	2,389.37	698.87	42,631.07	OASDI	158.66	2,850.14
Education/Training			0		0.98	59.78	Medicare	37.11	666.57
Overtime	05/04/2025 - 05/17/2025	0.28	91.5	25.62	12.93	1,183.12	Federal Withholding	160.56	4,386.51
Sick Pay			0		24	1,464.00	State Tax - CA	32.39	1,433.22
Bonus - Referral	05/04/2025 - 05/17/2025	0	0	51.86	0	51.86	CA SDI - CASDI	30.71	551.64
Fringe	05/04/2025 - 05/17/2025	0	0	144.07	0	144.07			
Sick Pay			0		8	488.00			
Earnings				2,610.92		46,021.90	Employee Taxes	419.43	9,888.08

Pre Tax Deductions		
Description	Amount	YTD
403b Contribution (Percent)	246.69	4,587.83
Pre Tax Deductions	246.69	4,587.83

Taxable Wages		
Description	Amount	YTD
OASDI - Taxable Wages	2,559.06	45,970.04
Medicare - Taxable Wages	2,559.06	45,970.04
Federal Withholding - Taxable Wages	2,312.37	41,382.21
State Tax Taxable Wages - CA	2,312.37	41,382.21

	Federal	State	Absence Plans		
Marital Status			Description	Accrued	Reduced Available
Allowances			California Sick Bank (Fresno)	1.32	0 15.766
Additional Withholding			St. Agnes Grandfathered Bank	0	0 0

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
				1,800.73 USD