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September 26, 2025
CA3798

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

AYA HEALTHCARE, INC.
Certified Mail #9589071052700057735655
CSC-Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 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 Mark Harvey ("Plaintiff") and all other Aggrieved Employees of Aya Healthcare, Inc. ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Aya Healthcare, Inc. in California and classified as non-exempt employees during the time period of September 26, 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 from January of 2025 through April 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, for all of their meal and rest break violations, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

Plaintiff was employed by Defendant as an Anesthesia Technician in the San Francisco area, primarily at UCSF Mount Zion Medical Center located at 1600 Divisadero St, San Francisco, CA 94115. During the PAGA Period and his employment with Defendant, Plaintiff and other Aggrieved Employees were often unable to receive compliant meal breaks and rest breaks. For example, due in part to short staffing,

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Plaintiff sometimes took his meal breaks late, after the fifth hour of his typical 8-hour shift. Plaintiff's meal breaks were also interrupted from time to time when he was needed to assist the anesthesiologist at a moment's notice. Plaintiff also missed his meal breaks entirely from time to time, primarily as a result of being short staffed. Indeed, for a time during his employment with Defendant, Plaintiff was the only Anesthesia Technician in the entire hospital during the evening shift. Plaintiff also suffered late, interrupted and missed rest breaks as a result of short staffing and constantly being needed to assist. As a result, during the PAGA period Plaintiff and other Aggrieved Employees were often unable to take compliant meal breaks and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. Despite these regularly occurring violations, Plaintiff's wage statements indicate that during the PAGA Period he was not paid the meal and rest break penalty payments he was entitled to. During the pay period January 26, 2025 through February 1, 2025, for example, Plaintiff did not receive any meal or rest break penalty payments despite suffering multiple violations during that time period. Attached as **Exhibit #1** is a true and correct copy of Plaintiff's wage statement dated February 7, 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, Plaintiff was regularly interrupted with work issues during his meal breaks and rest breaks. This would occur, for example, when a patient "coded" and/or was dying and Plaintiff was needed immediately to assist the doctor. 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 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 him, 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 & rest breaks when various issues would occur in the hospital requiring Plaintiff's prompt attention.

Plaintiff was also not reimbursed for business related expenses he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802, specifically, he was not reimbursed the reasonable expenses he incurred using his cell phone for Defendant's benefit. For example, Plaintiff was regularly contacted on his cell

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phone by superiors regarding scheduling issues, such as whether Plaintiff could pick up an additional work shift – which itself is another example of unpaid off the clock work.

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, including Plaintiff, whose employment with Defendant ended in April 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 R. Ehmann

Ricardo R. Ehmann, Esq.