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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

MARIA CARRALEZ, an individual,

Plaintiff,

vs.

SATELLITE HEALTHCARE, INC.
corporation; and DOES 1-100, inclusive,

Defendants.

Case No.:

CLASS AND COLLECTIVE ACTION
COMPLAINT

1. FAILURE TO PAY MINIMUM WAGE
2. FAILURE TO PAY OVERTIME
3. FAILURE TO PROVIDE MEAL PERIODS
4. FAILURE TO PROVIDE REST PERIODS
5. FAILURE TO PROPERLY PAY SICK LEAVE
6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
7. UNLAWFUL BUSINESS PRACTICES

Plaintiffs Maria Carralez bring this class action against Satellite Healthcare, Inc. and Does 1 through 100, for violations of the California Labor Code, Fair Labor Standards Act, and the Business and Professions Code.

PARTIES

1. Maria Carralez (“Plaintiff”) is and at all times relevant herein was employed in San Joaquin County, California, and was an “employee” as defined by the California Labor Code (“Labor

Code”), the Fair Labor Standards Act, and the applicable California Industrial Wage Commission (“IWC”) Order(s).

2. Satellite Healthcare, Inc. (“Defendant” or “Satellite”) is a California corporation which does business in California and throughout the United States.

3. At all times relevant herein, Satellite has been an “employer” as defined by the Labor Code, the Fair Labor Standards Act, and the applicable IWC Order(s).

4. Satellite and Does 1-100 are collectively referred to as Defendants.

5. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sue such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believe, and on that basis allege, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff’s injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

6. Plaintiff is informed and believe and thereupon allege that at all times mentioned herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

JURISDICTION AND VENUE

7. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1332 and 1337, and 29 U.S.C. § 216(b). Venue is proper in this court pursuant to 28 U.S.C. § 1391(b) because Satellite resides in numerous cities throughout the Eastern District California. Plaintiffs hereby demand a jury trial.

GENERAL ALLEGATIONS

8. Plaintiff was hired by Satellite in or around August 2019.

9. Throughout her employment, Plaintiff has been a non-exempt employee. As such, she is entitled to be paid for every hour worked and overtime as appropriate.

10. Plaintiff and Satellite's other non-exempt employees were also eligible for and at times received non-discretionary bonuses, commissions, and other items of compensation.

11. The non-discretionary bonuses, commissions, and other items of compensation to which included, but were not limited to, "CATHETER BN", earned based upon the number of catheters completed, and "Fitness Incenti", earned for meeting and attesting to certain fitness requirements. See **Exhibits 1 and 9.**¹

12. Throughout her employment Satellite has either (a) failed to include these non-discretionary bonuses, commissions, and other items of compensation when calculating Plaintiff's and its non-exempt employees' regular rate of pay for purposes of overtime, or (b) miscalculated Plaintiff's and its non-exempt employees' regular rate of pay for purposes of overtime.

13. Throughout her employment, Plaintiff and Satellite's other non-exempt California employees were also not properly paid for all hours worked, including overtime.

14. Specifically, because of issues with Satellite's timekeeping practices, Plaintiff and Satellite's other non-exempt California employees were routinely credited for less hours than they actually worked.

15. Plaintiff and Satellite's other non-exempt California employees were also not consistently authorized or permitted to take meal and rest breaks as required by California law.

16. Satellite required Plaintiff and its other non-exempt California employees to work through meal and rest breaks due to understaffing and work demands.

17. Plaintiff's and Satellite's other non-exempt California employees' meal breaks were routinely interrupted by supervisors, who required them to attend to work-related tasks during their meal breaks.

¹ **Exhibits 1-9** are incorporated by this reference as though fully set forth herein. Some Exhibits have been reduced and/or redacted due to their size and content.

1 18. Plaintiff's and Satellite's other non-exempt California employees' meal breaks were also
2 routinely interrupted by co-workers who needed help with work-related tasks during their meal breaks.

3 19. Plaintiff's and Satellite's other non-exempt California employees' meal breaks were also
4 routinely interrupted by clients who needed help.

5 20. On the occasions that Plaintiff and Satellite's other non-exempt California employees
6 were able to take their meal breaks, they routinely occurred after 5 hours of work.

7 21. For example, and as evidenced by Defendant's time and payroll records for Plaintiff,
8 Plaintiff was unable to take timely meal periods on January 29, 2021, February 2, 2021, and February
9 9, 2021, among other instances. See **Exhibit 2**.

10 22. Plaintiff was never paid the premium wage she was owed for these late meal breaks.
11 See **Exhibit 3**.

12 23. Further, Satellite frequently failed to relieve Plaintiff and its other non-exempt
13 California employees of employer control during their rest breaks.

14 24. Plaintiff's and Satellite's other non-exempt California employees' rest breaks were
15 routinely interrupted by supervisors, who required them to attend to work-related tasks during their rest
16 breaks.

17 25. Plaintiff's and Satellite's other non-exempt California employees' rest breaks were also
18 routinely interrupted by co-workers who needed help with work-related tasks during their rest breaks.

19 26. Plaintiff's and Satellite's other non-exempt California employees' rest breaks were also
20 routinely interrupted by clients who needed help.

21 27. Finally, Satellite frequently failed to provide Plaintiff and its other non-exempt
22 California employees with the requisite number of meal and rest breaks.

23 28. For example, Satellite regularly required Plaintiff and its other non-exempt California
24 employees to work in excess of twelve hours per workday but unlawfully required them to waive their
25 second meal period. For example, Plaintiff worked more than twelve hours on September 13, 16, 19,
26 and 20, 2019 but did not receive a second meal period. See **Exhibit 4**.

27 29. Plaintiff was never paid the premium wage she was owed for these missed meal breaks.
28 See **Exhibit 5**.

1 30. The same is true for most of Plaintiff's time working for Satellite—she worked more
2 than twelve hours on multiple occasions each month yet never received a second meal period. This
3 failure by Satellite to comply with California law is evidenced by Plaintiff's time records.

4 31. Plaintiff is informed and believes that it was a uniform policy and practice by Satellite
5 that will be similarly evidenced by the time records of Satellite's other non-exempt California
6 employees.

7 32. When Plaintiff and Satellite's other non-exempt California employees were not provided
8 compliant meal and rest breaks, Satellite did not pay premiums as required by California law.
9 Specifically, Satellite either (a) failed to pay the premiums in their entirety or (b) paid the premium(s)
10 only at its employees' base rate of pay rather than their regular rate of pay, without accounting for non-
11 discretionary bonuses, commissions, and/or other items of compensation (including shift premiums and
12 differentials). See **Exhibits 6 and 7** (showing catheter bonused earned during the period of 01/01/2021
13 – 06/30/2021 and meal period premium paid for the period of 6/13/21 – 6/19/21 at Plaintiff's base rate
14 rather than regular rate, respectively).

15 33. Satellite also failed to incorporate non-discretionary bonuses, commissions, and other
16 items of compensation into its non-exempt California employees' regular rate of pay when paying sick
17 pay.

18 34. Because of the violations set forth above, and as evidenced in the sample of Plaintiff's
19 wage statements attached hereto as **Exhibits 1, 3, 5, and 7** the wage statements furnished by Satellite to
20 its non-exempt California employees violate California Labor Code section 226(a) insofar as they fail
21 to accurately show:

- 22 a. The gross wages earned, in violation of section 226(a)(1);
23 b. The total hours worked, in violation of section 226(a)(2)
24 c. The net wages earned, in violation of section 226(a)(5); and
25 d. All applicable hourly rates in effect during the pay period and the corresponding
26 number of hours worked at each hourly rate in violation of section 226(a)(9).

27 35. Separate and independent of the foregoing allegations, the wage statements that Satellite
28 furnishes to their California employees violate California Labor Code section 226(a)(9) insofar as they
fail to accurately set forth all applicable hourly rates in effect during the pay period and the

1 corresponding number of hours worked at each hourly rate. See **Exhibits 1** and **8** (setting forth
2 inaccurate double time rates, hours and pay totals).

3 36. Specifically, the hourly rates and corresponding number of hours worked at each rate do
4 not match what Plaintiff and Satellite's other non-exempt California employees were actually paid.

5 37. From at least four years prior to the filing of this action, Satellite has adopted and
6 employed unfair business practices. These unfair business practices include, but are not limited to,
7 failing to properly pay all minimum and overtime wages due, failing to provide compliant meal and rest
8 breaks, and failing to properly compensate employees for statutorily required sick leave.

9 **COLLECTIVE ACTION ALLEGATIONS**

10 38. Plaintiff seeks to maintain their first cause of action as an "opt-in" collective action
11 pursuant to 29 U.S. 216(b) as to claims for overtime, liquidated damages (or, alternatively, interest) and
12 attorneys' fees under the FLSA. In addition to Plaintiff, numerous other current and former hourly,
13 non-exempt employees of Satellite who received commissions, non-discretionary bonuses and/or other
14 items of compensation and worked overtime are similarly situated in that Satellite failed to properly
15 calculate their "regular rate of pay", and to pay their overtime accordingly. Plaintiff is a representative
16 of those other current and former employees and is acting on behalf of their interests as well as her own
17 in bringing this action. These similarly situated employees are known to Satellite, are readily
18 identifiable, and may be located through Satellites records. These similarly situated employees may be
19 readily notified of this action and allowed to opt in pursuant to 29 U.S.C. § 216(b), for purpose of
20 collectively adjudicating their claims for overtime compensation, liquidated damages (or, alternatively,
21 interest), and attorneys' fees under the FLSA

22 **CLASS ACTION ALLEGATIONS**

23 39. Plaintiff seeks to maintain this action as a class action as to the First through Seventh
24 Causes of Action. Plaintiff brings this action, on behalf of herself and all others similarly situated
25 employees, as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. The putative
26 class which Plaintiff seeks to represent consists of the following:

- 27 a. All current and former non-exempt employees of Satellite who received
28 commissions, non-discretionary bonuses and/or other items of compensation and

1 worked overtime during one or more pay periods from August 14, 2019 through the
2 date of trial (the “Regular Rate Class”);

3 b. All current and former non-exempt California employees of Satellite who received
4 commissions, non-discretionary bonuses and/or other items of compensation and
5 worked overtime during one or more pay periods from August 14, 2018 through the
6 date of trial (the “California Regular Rate Class”);

7 c. All current and former non-exempt California employees of Satellite who worked
8 during one or more pay periods from August 14, 2018 through the date of trial (the
9 “California Minimum Wage Class”);

10 d. All current and former non-exempt California employees of Satellite who worked
11 overtime during one or more pay periods from August 14, 2018 through the date of
12 trial (the “California Overtime Class”);

13 e. All current and former non-exempt California employees of Satellite who worked
14 one or more shift of longer than five hours from August 14, 2018 through the date of
15 trial (the “California Meal Break Class”);

16 f. All current and former non-exempt California employees of Satellite who worked
17 one or more shift of longer than three and one-half hours from August 14, 2018
18 through the date of trial (the “California Rest Break Class”);

19 g. All current and former non-exempt California employees of Satellite who received
20 commissions, non-discretionary bonuses and/or other items of compensation and
21 used sick leave during at least one pay period from August 14, 2018 through the date
22 of trial (the “California Sick Pay Class”); and

23 h. All current and former non-exempt California employees of Satellite who worked
24 from August 14, 2021 through the date of trial (the “California Wage Statement
25 Class”);

26 i. All current and former California employees of Satellite who worked from August
27 14, 2021 through the date of trial (the “California 226(a)(9) Class”).
28

1 The Regular Rate Class, California Regular Rate Class, California Minimum Wage Class,
2 California Overtime Class, California Meal Break Class, California Rest Break Class, California
3 Sick Pay Class, California Wage Statement Class, and California 226(a)(9) Class are collectively
4 referred to as the “Class”.

5 40. The class of persons is so numerous that joinder of all members is impracticable, and the
6 disposition of their claims in a class action is a benefit to the parties and to the Court. Plaintiff is
7 informed and believes, and based thereon alleges, that Satellite employs more than 1,000 employees
8 who satisfy the class definition. Although the exact number and identity of class members is not
9 presently known, they can be identified in Satellite’s records through coordinated discovery pursuant to
10 this class action.

11 41. This action may be maintained as a class because the questions of law and fact which are
12 common to class members clearly predominate over any questions affecting only individual members
13 and because a class action is superior to other available methods for adjudicating the controversy.

14 42. There are numerous common questions of law and fact arising out of D Satellite’s
15 conduct. This class action focuses on Satellite’s: (a) systematic failure to properly pay employees for
16 all hours worked, including overtime; (b) systemic failure to pay employees’ at the correct rate of pay;
17 (b) systemic failure to authorize and permit meal and rest breaks or to pay the requisite premiums; (c)
18 systematic failure to properly pay sick pay; and (d) systematic failure to provide accurate itemized
19 wage statements.

20 43. Furthermore, common questions of fact and law predominate over any questions
21 affecting only individual members of the class. The predominating common or class-wide questions of
22 law and fact include the following:

- 23 a. Whether Satellite failed to properly calculate and pay overtime to its non-exempt
24 employees;
- 25 b. Whether Satellite failed to pay all its non-exempt California employees for all
26 hours worked, including overtime;
- 27 c. Whether Satellite failed to provide compliant meal and breaks to its non-exempt
28 California employees;

- d. Whether Satellite failed to pay premiums, and at the correct rate of pay, to its non-exempt California employees when they did not receive compliant meal and rest breaks;
- e. Whether Satellite failed to properly calculate and pay its non-exempt California employees' sick pay;
- f. Whether the Satellite failed to furnish accurate itemized wage statements;
- g. Whether the alleged violations constitute unfair business practices;
- h. Whether the Class is entitled to injunctive relief; and
- i. Whether the Class is entitled to unpaid wages, statutory penalties and/or restitutionary relief, and the amount of the same.

44. Plaintiff's claims are typical of the claims of the members of the Class as a whole, all of whom have sustained and/or will sustain damage and injury as a proximate and/or legal result of the alleged violations of Satellite. Plaintiff's claims are typical of those of the Class because Satellite subjected Plaintiff and each member of the Class to the same violations alleged herein.

45. The defenses of Satellite, to the extent that such defenses apply, are applicable generally to the whole Class and are not distinguishable as to the proposed class members.

46. Plaintiff will fairly and adequately protect the interests of all members of the Class, and have retained attorneys with extensive experience in litigation, including class and representative actions. Plaintiff has no interests that conflict with those of the Class. Plaintiff is able to fairly and adequately protect the interests of all members of the class because it is in her best interest to prosecute the claims alleged herein in order to obtain the full compensation due herself and the other class members.

47. A class action is superior to any other method available for fairly and efficiently adjudicating the controversy because 1) joinder of individual class members is not practicable, 2) litigating the claims of individual class members would be unnecessarily costly and burdensome and would deter individual claims, 3) litigating the claims of individual class members would create a risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for Satellite, 4) class members still working for Satellite may be fearful of retaliation if they were to bring

1 individual claims, 5) class members would be discouraged from pursuing individual claims because the
2 damages available to them are relatively small, and 6) public policy encourages the use of the class
3 actions to enforce employment laws and protect individuals who, by virtue of their subordinate
4 position, are particularly vulnerable.

5 48. Judicial economy will be served by maintenance of this lawsuit as a class action. To
6 process numerous virtually identical individual cases will significantly increase the expense on the
7 Court, the class members, and Satellite, all while unnecessarily delaying the resolution of this matter.
8 There are no obstacles to effective and efficient management of this lawsuit as a class action by this
9 Court and doing so will provide multiple benefits to the litigating parties including, but not limited to,
10 efficiency, economy, and uniform adjudication with consistent results.

11 49. Notice of a certified class action and any result or resolution of the litigation can be
12 provided to class members by mail, email, publication, or such other methods of notice as deemed
13 appropriate by the Court.

14 **FIRST CAUSE OF ACTION**
15 **VIOLATION OF CALIFORNIA LABOR CODE § 1128.12 et seq.**
16 **(Failure to Pay Minimum Wage)**
Against Defendants

17 50. Plaintiff hereby realleges and incorporates by reference each and every allegation set
18 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
19 allegations of this cause of action.

20 51. California Labor Code section 1182.12 establishes the minimum wage for California
21 employees from July 1, 2014, to present.

22 52. Labor Code Section 1194 provides, in relevant part:

23 Notwithstanding any agreement to work for a lesser wage, any employee
24 receiving less than the legal minimum wage ... applicable to the employee
25 is entitled to recover in a civil action the unpaid balance of the full amount
26 of this minimum wage ... including interest thereon, reasonable attorney's
fees, and costs of suit.

27 53. Labor Code section 1194.2 provides, in relevant part:

28 In any action under ... Section 1194 to recover wages because of the
payment of a wage less than the minimum wage fixed by an order of the

1 commission, an employee shall be entitled to recover liquidated damages
2 in an amount equal to the wages unlawfully unpaid and interest thereon.

3 54. Labor Code section 1197 provides that the minimum wage for employees fixed by the
4 commission is the minimum wage to be paid to employees, and the payment of a lesser wage is
5 unlawful

6 55. Pursuant to California Labor Code section 1198, the maximum hours of work and
7 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
8 standard conditions of labor for employees and the employment of any employee for longer hours than
9 those fixed by the commission or under conditions of labor prohibited by the order is unlawful.

10 56. During the relevant time period, Satellite intentionally and willfully failed to pay
11 Plaintiff and the other members of the California Minimum Wage Class for every hour worked.

12 57. Wherefore, Plaintiff and the other members of the California Minimum Wage Class
13 have been injured as set forth above and request relief as hereafter provided.

14 **SECOND CAUSE OF ACTION**
15 **VIOLATION OF CALIFORNIA LABOR CODE §§ 510 & 1198 AND THE FAIR LABOR**
16 **STANDARDS ACT**
(Failure to Pay Overtime)
Against Defendants

17 58. Plaintiff hereby realleges and incorporates by reference each and every allegation set
18 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
19 allegations of this cause of action.

20 59. Pursuant to California Labor Code section 510, any work in excess of eight hours in one
21 workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on
22 the seventh day of work in any one workweek shall be compensated at the rate of no less than one and
23 one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall
24 be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition,
25 any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate
26 of no less than twice the regular rate of pay of an employee.

27 60. Pursuant to California Labor Code section 1198, the maximum hours of work and
28 standard conditions of labor fixed by the commission shall be the maximum hours of work and the

1 standard conditions of labor for employees and the employment of any employee for longer hours than
2 those fixed by the commission or under conditions of labor prohibited by the order is unlawful.

3 61. The Fair Labor Standards Act, 29 USC §§ 201 et seq. and 29 CFR §§ 778 et seq.,
4 requires time-and-a-half pay for the time an employee works over forty hours a week.

5 62. The “regular rate of pay” includes all remuneration for employment paid to the
6 employee and includes, but is not limited to, hourly earnings, salary, piece work earnings,
7 commissions, non-discretionary bonuses, and the value of meals and lodging. See 29 U.S.C. § 207(e);
8 DLSE Enforcement Policies and Interpretations Manual Section 49.

9 63. During the relevant time period, Plaintiff and Satellite’s other non-exempt California
10 employees regularly worked overtime.

11 64. During the relevant time period, Satellite intentionally and willfully failed to pay
12 Plaintiffs and other members of the Class the proper overtime wages due to them.

13 65. During the relevant time period, Satellite intentionally and willfully failed to properly
14 calculate and pay overtime wages due to Plaintiff and the other members of the Class.

15 66. Wherefore, Plaintiff and the other members of the other members of the Class have been
16 injured as set forth above and request relief as hereafter provided.

17 **THIRD CAUSE OF ACTION**
18 **VIOLATION OF LABOR CODE §§ 226.7, 512 and IWC WAGE ORDERS**
19 **(Failure to Provide Meal Periods)**
20 **Against Defendants**

21 67. Plaintiff hereby realleges and incorporates by reference each and every allegation set
22 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
23 allegations of this cause of action.

24 68. Labor Code § 226.7 requires employers to provide employees meal breaks as
25 mandated by Order of the Industrial Welfare Commission. It states:

- 26 a. No employer shall require any employee to work during any meal or rest
27 period mandated by an applicable order of the Industrial Welfare
28 Commission.
b. If an employer fails to provide an employee a meal period or rest period in
accordance with an applicable order of the Industrial Welfare Commission,

1 the employer shall pay the employee 1 additional hour of pay at the
2 employee's regular rate of compensation for each work day that the meal or
3 rest period is not provided.

4 69. Labor Code § 512(a) and the applicable Wage Order(s) provide that an employer
5 may not employ a person for a work period of more than 5 hours per day without providing that
6 employee a meal period of not less than 30 minutes, except that if the total work period per day is
7 no more than six hours, the meal period may be waived by mutual consent of both the employer
8 and employee. An employer may not employ a person for a work period of more than 10 hours per
9 day without providing an employee with a second meal period of not less than 30 minutes, except
10 that if the total work period per day of the employee is no more than twelve 12 hours, the meal
11 period may be waived by mutual consent of both the employer and the employee, and if the first
12 meal period was not waived.

13 70. During the relevant time period, Plaintiff and the other members of the California
14 Meal Break Class were not provided with compliant meal breaks, nor did they receive appropriate
15 premium pay for each missed meal break.

16 71. Wherefore, Plaintiff and the other members of the Meal Break Class have been
17 injured as set forth above and request relief as hereafter provided.

18 **FOURTH CAUSE OF ACTION**
19 **VIOLATION OF LABOR CODE §§ 226.7, 512 and IWC WAGE ORDERS**
20 **(Failure to Provide Rest Periods)**
21 **Against Defendants**

22 72. Plaintiff hereby realleges and incorporates by reference each and every allegation set
23 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
24 allegations of this cause of action.

25 73. Labor Code § 226.7 requires employers to provide employees rest periods as
26 mandated by Order of the Industrial Welfare Commission. It states:

- 27 a. No employer shall require any employee to work during any meal or rest
28 period mandated by an applicable order of the Industrial Welfare
Commission.

1 b. If an employer fails to provide an employee a meal period or rest period in
2 accordance with an applicable order of the Industrial Welfare Commission,
3 the employer shall pay the employee 1 additional hour of pay at the
4 employee's regular rate of compensation for each work day that the meal or
5 rest period is not provided

6 74. The applicable Wage Order(s) provides that every "employer shall authorize and
7 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
8 each work period. The authorized rest period time shall be based on the total hours worked daily at
9 the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof..." The
10 applicable Wage Order further provides that "[i]f an employer fails to provide an employee rest
11 period in accordance with the applicable provisions of this order, the employer shall pay the
12 employee one (1) hour of pay at the employee's regular rate of compensation for each workday that
13 the rest period is not provided."

14 75. During the relevant time period, Plaintiff and other members of the California Rest
15 Break Class were not provided with compliant rest breaks, nor did they receive appropriate premium
16 pay for each missed rest break.

17 76. Wherefore, Plaintiffs and the other members of the Rest Break Class have been injured
18 as set forth above and request relief as hereafter provided.

19 **FIFTH CAUSE OF ACTION**
20 **VIOLATION OF LABOR CODE §§ 218, 233, 246 et seq.**
21 **(Failure to Properly Pay Sick Leave)**
22 **Against Defendants**

23 77. Plaintiff hereby realleges and incorporates by reference each and every allegation set
24 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
25 allegations of this cause of action.

26 78. Labor Code section 246(l) requires that employers pay sick time pay to non-exempt
27 employees at that employee's "regular rate of pay."

28 79. The "regular rate of pay" includes all remuneration for employment paid to the
 employee and includes, but is not limited to, hourly earnings, salary, piece work earnings, shift

1 differentials, commissions, non-discretionary bonuses, and the value of meals and lodging. See 29
2 U.S.C. § 207(e); DLSE Enforcement Policies and Interpretations Manual Section 49.

3 80. During the relevant time period, Satellite failed to include commissions, incentive
4 payments, non-discretionary bonuses, and/or other items of compensation when determining the
5 “regular rate of pay” for Plaintiff and their other non-exempt California employees for purposes of
6 sick time pay.

7 81. According to the California Supreme Court, sick pay is a form of wages. *Murphy v.*
8 *Kenneth Cole Productions* (2007) 40 Cal.4th 1094, 1103.

9 82. Labor Code section 233 provides that “any employer who provides sick leave for
10 employees shall permit an employee to use in any calendar year the employee's accrued and
11 available sick leave entitlement, in an amount not less than the sick leave that would be accrued
12 during six months at the employee's then current rate of entitlement, for the reasons specified in
13 subdivision (a) of Section 246.5.”

14 83. During the relevant time period, Satellite intentionally and willfully failed and
15 refused to allow Plaintiff and the other members of the California Sick Pay Class to use their sick
16 pay.

17 84. During the relevant time period, Satellite also intentionally and willfully failed to
18 pay Plaintiff and the other members of the California Sick Pay Class their sick pay at the rate of
19 pay required by law. Accordingly, Smith and the other members of the California Sick Pay Class
20 did not receive the full amount of paid sick time that they were entitled to receive by law, and were
21 therefore denied the right to use sick leave within the meaning of Labor Code sections 233(a) and
22 (c).

23 85. Any employer who violates Labor Code section 233 is liable to employees for the
24 greater of one days’ pay or actual damages, reasonable equitable relief, and reasonable attorneys’
25 fees and costs. Labor Code §233(d), (e).

26 86. Further, Labor Code section 218 authorizes a private right of action to recover unpaid
27 wages.
28

1 87. Wherefore, Plaintiff and the other members of the California Sick Pay Class have been
2 injured as set forth above and request relief as hereafter provided.

3 **SIXTH CAUSE OF ACTION**
4 **VIOLATION OF LABOR CODE § 226(a)**
5 **(Failure to Furnish Accurate Itemized Wage Statements)**
6 **Against Defendants**

7 88. Plaintiff hereby realleges and incorporates by reference each and every allegation set
8 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
9 allegations of this cause of action.

10 89. Pursuant to California Labor Code section 226(a) “every employer shall, semimonthly
11 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable
12 part of the check, draft, or voucher paying the employee’s wages, or separately when the wages are
13 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages
14 earned, (2) total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any
15 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages
16 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
17 employee and only the last four digits of his or her social security number or an employee identification
18 number, (8) the name and address of the legal entity that is the employer [. . .], (9) all applicable hourly
19 rates in effect during the pay period and corresponding number of hours worked at each hourly rate by
20 the employee and, if the employer is a temporary services employer [. . .], the rate of pay and the total
21 hours worked for each temporary services assignment.”

22 90. An employee suffering injury as a result of the knowing and intentional failure by an
23 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual
24 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
25 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate
26 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s
27 fees. Labor Code § 226(e)(1).

28 91. An employee is deemed to suffer injury if the employer fails to provide a wage
statement or if the employer fails to provide accurate and complete information as required by any one

1 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
2 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
3 during the pay period or any of the other information required to be provided pursuant to Labor Code
4 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name
5 and address of the employer and iv) the name of the employee and the last four digits of his or her
6 social security number or employee identification number. Labor Code § 226(e)(2)(A) and (B)(i)-(iv).
7 “Promptly and easily determine” means a reasonable person would be able to readily ascertain the
8 information without reference to other documents or information. Labor Code § 226(e)(2)(C).

9 92. As set forth above, Satellite intentionally and willfully failed to furnish accurate
10 itemized wage statements which complied with Labor Code section 226.

11 93. Wherefore, Plaintiff and the other members of the California Wage Statement Class and
12 California 226(a)(9) Class have been injured as set forth above and request relief as hereafter provided.

13 **SEVENTH CAUSE OF ACTION**
14 **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200 *ET SEQ.***
15 **(Unfair Business Practices)**
16 **Against Defendants**

17 94. Plaintiff hereby realleges and incorporates by reference each and every allegation set
18 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
19 allegations of this cause of action.

20 95. The statutory violations, as alleged above, are unfair business practices within the
21 meaning of the Unfair Competition Law (Business and Professions Code sections 17200 *et seq.*), and
22 include, but are not limited to failing to properly pay overtime wages, failing to pay meal and rest break
23 premiums, and failing to properly compensate employees for statutorily required sick leave.

24 96. Wherefore, Plaintiffs and the other members of the Class have been damaged as set forth
25 above and request relief as hereafter provided.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiffs prays judgment against Defendants as follows:

28 **As to the First through Seventh Causes of Action:**

1. That this Court certify the Class;

2. That this Court appoint Plaintiffs as representative of the Class;
3. That this Court appoint Mayall Hurley, P.C. as Class Counsel;
4. That this Court award actual, compensatory, special, and general damages as well as restitutionary relief to Plaintiff and the members of the Class;
5. That this Court award injunctive relief, including that available under 29 U.S.C. § 217, Labor Code sections 226(h) and 248.5(e), as well as Business and Professions Code Section 17203;
6. That this Court award penalties and liquidated damages including, but not limited to, those available under Labor Code sections 203, 226, 226.7, 512 and 1194.2, as well as 29 U.S.C. § 216;
7. That this Court award statutory attorneys' fees and costs, including those available under 29 U.S.C. § 216(b), Labor Code sections 218.5, 226(e)(1), 248.5(e), and 1194, 29 U.S.C. § 216, as well as Code of Civil Procedure section 1021.5;
8. That this Court award prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and
9. That this Court award such other and further relief as the court deems just and proper.

DATED: August 14, 2022

MAYALL HURLEY P.C.

By /s/ Robert J. Wassermann
ROBERT J. WASSERMANN
NICHOLAS F. SCARDIGLI
VLADIMIR J. KOZINA
Attorneys for Plaintiff and the Putative Class

EXHIBIT 1



Period Beginning: 05/29/2022
Period Ending: 06/11/2022
Pay Date: 06/17/2022

Taxable Marital Status: Single

Exemptions/Allowances:

Federal: 0

CA: 0

MARIA E CARRALEZ

Earnings	rate	hours	this period	year to date	Other	this period	year to date
Regular	27.3200	16.00	437.12	4,120.48	PET	-180.77	
Overtime	42.7625	8.00	342.10	2,687.28	SUP EE LIFE	-3.25	32.50
CATHETER BN			65.00	187.28	VISION POST	-2.88	20.16
Double (2.0)	27.3200	3.60	222.36	1,504.57	403b \$	-32.00*	274.68
DP IMPUTED			217.89	1,223.54	Cell Reimb		-15.00
CASICK08A				218.56			
Education Time				437.12			
Spot Bonus				150.00			
Gross Pay			\$1,284.47	10,528.83	Adjustment		
					Cell Reimb	+5.00	
					Net Pay	\$83.76	
					CHECKING	-83.76	
					Net Check	\$0.00	
Deductions	Statutory				* Excluded from federal taxable wages		
Federal Income Tax		-78.71	665.26		Your federal taxable wages this period are \$889.09		
Social Security Tax		-57.12	485.23				
Medicare Tax		-13.36	113.48				
CA State Income Tax		-11.55	108.93		Other Benefits and Information	this period	total to date
CA SDI Tax		-10.13	86.06		Er Dental	7.36	
Other					ER MATCH	32.00	274.68
vision pre		-3.28*	32.80		Flsaot Inc Earn	163.35	
ACCIDENTAL INS		-10.10			Group Term	0.26	2.64
Critical Ill		-8.10			Totl Hrs Worked	27.60	
Dental Post		-39.88			Basis of Pay		Hourly
DENTAL PRETAX		-27.16*	209.68		Ca Sick Balance		12.67
DOMESTIC PRTNER		-217.89	1,223.54		Pto Balance		41.53
HOSPITAL		-10.88					
LEGAL		-9.40					
MED POST TAX		-156.31					
MED-PRETAX		-332.94*	2,462.68				

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SATELLITE HEALTHCARE INC.
300 SANTANA ROW SUITE 300
SAN JOSE, CA 95128

Advice number: 00000240197
Pay date: 06/17/2022

Deposited to the account of	account number	transit	ABA	amount
MARIA E CARRALEZ		XXXX	XXXX	\$83.76

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK VCHR. NO.
5B9 535338 100001 94070 0000240197 1

Page 2

SATELLITE HEALTHCARE INC.
300 SANTANA ROW SUITE 300
SAN JOSE, CA 95128

Earnings Statement



Period Beginning: 05/29/2022
Period Ending: 06/11/2022
Pay Date: 06/17/2022

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
CA: 0

MARIA E CARRALEZ

Important Notes

YOUR COMPANY'S ER PHONE NUMBER IS 650-404-3600

BASIS OF PAY: HOURLY

IF NO CA Spsl Used IS LISTED YOU HAVE USED ZERO HRS

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CONTINUED FROM PRIOR PAGE
YOUR VOUCHER IS PROVIDED ON PAGE 1

NON-NEGOTIABLE

EXHIBIT 2

CAL 12	01/20/2021			12.00	0.00	0.00
Double Time	01/22/2021	04:13 PM	04:50 PM	0.11	0.00	0.00
Lunch	01/22/2021	05:51 AM	06:21 AM	0.50	0.00	0.00
Overtime	01/22/2021	12:43 PM	04:43 PM	4.00	0.00	0.00
Regular	01/22/2021	04:13 AM	05:51 AM	1.63	0.00	0.00
Regular	01/22/2021	06:21 AM	12:43 PM	6.37	0.00	0.00
Double Time	01/25/2021	04:46 PM	05:03 PM	0.28	0.00	0.00
Lunch	01/25/2021	05:50 AM	06:21 AM	0.52	0.00	0.00
Overtime	01/25/2021	12:46 PM	04:46 PM	4.00	0.00	0.00
Regular	01/25/2021	04:15 AM	05:50 AM	1.58	0.00	0.00
Regular	01/25/2021	06:21 AM	12:46 PM	6.42	0.00	0.00
Double Time	01/27/2021	05:52 PM	05:57 PM	0.08	0.00	0.00
Lunch	01/27/2021	09:00 AM	09:30 AM	0.50	0.00	0.00
Overtime	01/27/2021	01:52 PM	05:52 PM	4.00	0.00	0.00
Regular	01/27/2021	05:22 AM	09:00 AM	3.63	0.00	0.00
Regular	01/27/2021	09:30 AM	01:52 PM	4.37	0.00	0.00
Lunch	01/29/2021	09:21 AM	09:51 AM	0.50	0.00	0.00
Overtime	01/29/2021	12:42 PM	04:12 PM	3.50	0.00	0.00
Regular	01/29/2021	04:12 AM	09:21 AM	5.15	0.00	0.00
Regular	01/29/2021	09:51 AM	12:42 PM	2.85	0.00	0.00
Lunch	02/01/2021	12:14 PM	12:44 PM	0.50	0.00	0.00
Overtime	02/01/2021	12:08 PM	12:14 PM	0.10	0.00	0.00
Overtime	02/01/2021	12:44 PM	03:38 PM	2.90	0.00	0.00
Regular	02/01/2021	04:08 AM	12:08 PM	8.00	0.00	0.00
Double Time	02/02/2021	05:33 PM	05:40 PM	0.12	0.00	0.00
Lunch	02/02/2021	11:58 AM	12:30 PM	0.53	0.00	0.00
Overtime	02/02/2021	01:33 PM	05:33 PM	4.00	0.00	0.00
Regular	02/02/2021	05:01 AM	11:58 AM	6.95	0.00	0.00

..SDC Hourly (cont.)

Carralez, Maria (cont.)

535338

Regular	02/02/2021	12:30 PM	01:33 PM	1.05	0.00	0.00
PTO	02/03/2021			12.00	0.00	0.00
Lunch	02/04/2021	09:00 AM	09:30 AM	0.50	0.00	0.00
Overtime	02/04/2021	01:38 PM	05:21 PM	3.72	0.00	0.00
Regular	02/04/2021	05:08 AM	09:00 AM	3.87	0.00	0.00
Regular	02/04/2021	09:30 AM	01:38 PM	4.13	0.00	0.00
Double Time	02/08/2021	04:04 PM	04:32 PM	0.46	0.00	0.00
Lunch	02/08/2021	06:03 AM	06:36 AM	0.55	0.00	0.00
Overtime	02/08/2021	12:04 PM	04:04 PM	4.00	0.00	0.00
Regular	02/08/2021	03:31 AM	06:03 AM	2.53	0.00	0.00
Regular	02/08/2021	06:36 AM	12:04 PM	5.47	0.00	0.00
Lunch	02/09/2021	12:40 PM	01:10 PM	0.50	0.00	0.00
Overtime	02/09/2021	02:36 PM	04:13 PM	1.62	0.00	0.00
Regular	02/09/2021	06:06 AM	12:40 PM	6.57	0.00	0.00
Regular	02/09/2021	01:10 PM	02:36 PM	1.43	0.00	0.00

S0128

EXHIBIT 3



Satellite Healthcare Inc.
300 Santana Row Suite 300
San Jose, CA 95128

Pay Statement

Period Start Date 01/24/2021
Period End Date 02/05/2021
Pay Date 02/12/2021
Document 499632
Net Pay **\$1,674.88**

Pay Details

Maria E Carraler

Employee Number 535338

Job Clinical Administrative Coordinator

Pay Rate \$26.0000

Pay Frequency Biweekly

Pay Group SDC Non Exempt

Location Sat. Healthcare Calif.

Division 01 - Dialysis/Wellbound

Department 001 - Hemodialysis

Location(C) 94070 - San Carlos

Earnings

Pay Type	Period Start	Period End	Hours	Pay Rate	Current	YTD
Reg Pay (Base)	01/24/2021	01/30/2021	24.0000	\$26.0000	\$624.00	
Reg Pay (Base)	01/31/2021	02/06/2021	24.0000	\$26.0000	\$624.00	\$3,360.00
Over Time (1.5)	01/24/2021	01/30/2021	11.5000	\$39.0000	\$448.50	
Over Time (1.5)	01/31/2021	02/06/2021	10.7200	\$39.0000	\$418.08	\$2,421.78
Double (2.0)	01/24/2021	01/30/2021	0.3600	\$52.0000	\$18.72	
Double (2.0)	01/31/2021	02/06/2021	0.1200	\$52.0000	\$6.24	\$297.12
CAL 12 Hrs			0.0000	\$0.0000	\$0.00	\$288.00
Fitness Incenti			0.0000	\$0.0000	\$0.00	\$75.00
GTL Imputed Inc					\$0.18	\$0.18
Holiday 12			0.0000	\$0.0000	\$0.00	\$998.61
Hol Dbl Time 12			0.0000	\$0.0000	\$0.00	\$13.99
Paid Time Off	01/31/2021	02/06/2021	12.0000	\$26.0000	\$312.00	\$312.00
Taxable LTD					\$8.00	\$21.30
Total Hours Worked 70.7000						Total Hours 82.7000

Deductions

Deduction	Based On	Pre-Tax	Employee Current	Employee YTD	Employer Current	Employer YTD
403B	\$2,451.54	Yes	\$49.03	\$153.83	\$0.00	\$0.00
Dental Ins	\$9.78	Yes	\$9.78	\$29.34	\$22.49	\$67.47
GTL Imputed Inc	\$0.18	No	\$0.18	\$0.18	\$0.00	\$0.00
Medical Ins	\$68.05	Yes	\$68.05	\$198.15	\$258.98	\$776.94
Pet Insurance	\$43.22	No	\$43.22	\$129.66	\$0.00	\$0.00
Sup EE Life	\$3.25	No	\$3.25	\$9.75	\$0.00	\$0.00
Taxable LTD	\$8.00	No	\$8.00	\$21.30	\$0.00	\$0.00
Vision Buy Up	\$3.29	Yes	\$3.29	\$9.87	\$3.41	\$10.23
Wellness Credit	(\$25.00)	No	(\$25.00)	(\$50.00)	\$0.00	\$0.00
403 Employer Ma	\$0.00	No	\$0.00	\$0.00	\$49.03	\$153.83
Basic AD&D Plan	\$0.00	No	\$0.00	\$0.00	\$0.42	\$1.10
Basic Life Plan	\$0.00	No	\$0.00	\$0.00	\$1.46	\$3.86
Concern Employee	\$0.00	No	\$0.00	\$0.00	\$1.15	\$3.45
GTL Basic	\$55,000.00	No	\$0.00	\$0.00	\$3.30	\$8.70

Taxes

Tax	Based On	Current	YTD
Federal Income Tax	\$2,331.57	\$316.00	\$1,036.47
Employee Medicare	\$2,380.60	\$34.51	\$109.48
Social Security Employee Tax	\$2,380.60	\$147.60	\$468.14
CA State Income Tax	\$2,331.57	\$100.37	\$339.37
CA Disability Employee	\$2,380.42	\$28.56	\$90.60

Paid Time Off

Plan	Current	Balance	Account Number	Account Type	Amount
CA Sick	2.3571	\$6.1220		Checking	\$1,674.88
CA Sup Sick	0.0000	\$2.0000	Total		\$1,674.88
PTO (HOURS)	6.6200	\$109.8300			

Net Pay Distribution

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$2,459.72	\$2,331.57	\$627.04	\$157.80	\$1,674.88
YTD	\$7,787.98	\$7,396.79	\$2,044.06	\$502.08	\$5,241.84

EXHIBIT 4

Regular	08/27/2019	12:00 PM	04:00 PM	4.00	0.00	0.00
Lunch	08/28/2019	11:30 AM	12:00 PM	0.50	0.00	0.00
Regular	08/28/2019	07:30 AM	11:30 AM	4.00	0.00	0.00
Regular	08/28/2019	12:00 PM	04:00 PM	4.00	0.00	0.00
Lunch	08/29/2019	11:30 AM	12:00 PM	0.50	0.00	0.00
Regular	08/29/2019	07:30 AM	11:30 AM	4.00	0.00	0.00
Regular	08/29/2019	12:00 PM	04:00 PM	4.00	0.00	0.00
Lunch	08/30/2019	11:30 AM	12:00 PM	0.50	0.00	0.00
Regular	08/30/2019	07:30 AM	11:30 AM	4.00	0.00	0.00
Regular	08/30/2019	12:00 PM	04:00 PM	4.00	0.00	0.00
Regular	09/03/2019	08:00 AM	12:00 PM	4.00	0.00	0.00
Double Time	09/04/2019	04:00 PM	04:02 PM	0.03	0.00	0.00
Lunch	09/04/2019	06:42 AM	07:14 AM	0.53	0.00	0.00
Overtime	09/04/2019	12:00 PM	04:00 PM	4.00	0.00	0.00
Regular	09/04/2019	03:28 AM	06:42 AM	3.23	0.00	0.00
Regular	09/04/2019	07:14 AM	12:00 PM	4.77	0.00	0.00
Double Time	09/06/2019	03:58 PM	04:02 PM	0.06	0.00	0.00
Lunch	09/06/2019	06:42 AM	07:12 AM	0.50	0.00	0.00
Overtime	09/06/2019	11:58 AM	03:58 PM	4.00	0.00	0.00
Regular	09/06/2019	03:28 AM	06:42 AM	3.23	0.00	0.00
Regular	09/06/2019	07:12 AM	11:58 AM	4.77	0.00	0.00
Double Time	09/09/2019	04:00 PM	04:06 PM	0.10	0.00	0.00
Lunch	09/09/2019	06:39 AM	07:10 AM	0.52	0.00	0.00
Overtime	09/09/2019	12:00 PM	04:00 PM	4.00	0.00	0.00
Regular	09/09/2019	03:29 AM	06:39 AM	3.17	0.00	0.00
Regular	09/09/2019	07:10 AM	12:00 PM	4.83	0.00	0.00
Regular	09/10/2019	08:00 AM	10:00 AM	2.00	0.00	0.00
Double Time	09/11/2019	03:59 PM	04:04 PM	0.08	0.00	0.00
Lunch	09/11/2019	06:43 AM	07:13 AM	0.50	0.00	0.00
Overtime	09/11/2019	11:59 AM	03:59 PM	4.00	0.00	0.00
Regular	09/11/2019	03:29 AM	06:43 AM	3.23	0.00	0.00
Regular	09/11/2019	07:13 AM	11:59 AM	4.77	0.00	0.00

..SDC Hourly (cont.)

Carralez, Maria (cont.) 535338

Double Time	09/13/2019	04:00 PM	04:05 PM	0.08	0.00	0.00
Lunch	09/13/2019	06:42 AM	07:12 AM	0.50	0.00	0.00
Overtime	09/13/2019	12:00 PM	04:00 PM	4.00	0.00	0.00
Regular	09/13/2019	03:30 AM	06:42 AM	3.20	0.00	0.00
Regular	09/13/2019	07:12 AM	12:00 PM	4.80	0.00	0.00
Double Time	09/16/2019	04:05 PM	04:08 PM	0.05	0.00	0.00
Lunch	09/16/2019	06:41 AM	07:12 AM	0.52	0.00	0.00
Overtime	09/16/2019	12:05 PM	04:05 PM	4.00	0.00	0.00
Regular	09/16/2019	03:34 AM	06:41 AM	3.12	0.00	0.00
Regular	09/16/2019	07:12 AM	12:05 PM	4.88	0.00	0.00
Lunch	09/18/2019	06:18 AM	06:48 AM	0.50	0.00	0.00

6600S

Overtime	09/18/2019	12:02 PM	04:01 PM	3.99	0.00	0.00
Regular	09/18/2019	03:12 AM	05:18 AM	2.77	0.00	0.00
Regular	09/18/2019	06:48 AM	12:02 PM	5.23	0.00	0.00
Double Time	09/20/2019	03:59 PM	04:14 PM	0.25	0.00	0.00
Lunch	09/20/2019	06:44 AM	07:14 AM	0.50	0.00	0.00
Overtime	09/20/2019	11:59 AM	03:59 PM	4.00	0.00	0.00
Regular	09/20/2019	03:29 AM	06:44 AM	3.25	0.00	0.00
Regular	09/20/2019	07:14 AM	11:59 AM	4.75	0.00	0.00
Double Time	09/23/2019	04:04 PM	04:05 PM	0.01	0.00	0.00
Lunch	09/23/2019	06:40 AM	07:12 AM	0.53	0.00	0.00
Overtime	09/23/2019	12:04 PM	04:04 PM	4.00	0.00	0.00
Regular	09/23/2019	03:32 AM	06:40 AM	3.13	0.00	0.00
Regular	09/23/2019	07:12 AM	12:04 PM	4.87	0.00	0.00
Lunch	09/25/2019	06:23 AM	06:57 AM	0.57	0.00	0.00
Overtime	09/25/2019	12:06 PM	04:06 PM	4.00	0.00	0.00
Regular	09/25/2019	03:32 AM	06:23 AM	2.85	0.00	0.00
Regular	09/25/2019	06:57 AM	12:06 PM	5.15	0.00	0.00
Double Time	09/27/2019	04:04 PM	04:05 PM	0.02	0.00	0.00
Lunch	09/27/2019	06:44 AM	07:14 AM	0.50	0.00	0.00
Overtime	09/27/2019	12:04 PM	04:04 PM	4.00	0.00	0.00
Regular	09/27/2019	03:34 AM	06:44 AM	3.17	0.00	0.00
Regular	09/27/2019	07:14 AM	12:04 PM	4.83	0.00	0.00

..SDC Hourly (cont.)

Carralez, Maria (cont.)

535338

Double Time	09/30/2019	03:58 PM	04:03 PM	0.08	0.00	0.00
Lunch	09/30/2019	06:38 AM	07:09 AM	0.52	0.00	0.00
Overtime	09/30/2019	11:58 AM	03:58 PM	4.00	0.00	0.00
Regular	09/30/2019	03:27 AM	06:38 AM	3.18	0.00	0.00
Regular	09/30/2019	07:09 AM	11:58 AM	4.82	0.00	0.00
Lunch	10/02/2019	06:49 AM	07:19 AM	0.50	0.00	0.00
Overtime	10/02/2019	12:00 PM	03:09 PM	3.15	0.00	0.00
Regular	10/02/2019	03:30 AM	06:49 AM	3.32	0.00	0.00
Regular	10/02/2019	07:19 AM	12:00 PM	4.68	0.00	0.00
Lunch	10/04/2019	07:04 AM	07:34 AM	0.50	0.00	0.00
Overtime	10/04/2019	11:59 AM	03:13 PM	3.23	0.00	0.00
Regular	10/04/2019	03:29 AM	07:04 AM	3.58	0.00	0.00
Regular	10/04/2019	07:34 AM	11:59 AM	4.42	0.00	0.00
Double Time	10/07/2019	04:04 PM	05:15 PM	1.18	0.00	0.00
Lunch	10/07/2019	06:49 AM	07:22 AM	0.55	0.00	0.00
Overtime	10/07/2019	12:04 PM	04:04 PM	4.00	0.00	0.00
Regular	10/07/2019	03:31 AM	06:49 AM	3.30	0.00	0.00
Regular	10/07/2019	07:22 AM	12:04 PM	4.70	0.00	0.00
Double Time	10/09/2019	04:02 PM	04:12 PM	0.16	0.00	0.00
Lunch	10/09/2019	06:40 AM	07:10 AM	0.50	0.00	0.00
Overtime	10/09/2019	12:02 PM	04:02 PM	4.00	0.00	0.00

S0100

EXHIBIT 5



Satellite Healthcare Inc.
300 Santana Row Suite 300
San Jose, CA 95128

Pay Statement
Period Start Date 09/08/2019
Period End Date 09/21/2019
Pay Date 09/27/2019
Document 423283
Net Pay \$1,138.54

Pay Details

Maria E Carralez 	Employee Number	535338	Pay Group	SDC Non Exempt	Federal Income Tax	\$ 0
	SSN	XXX-XX-XXXX	Location	Sat. Healthcare Calif.	CA State Income Tax (Residence)	\$ 0
	Job	PCT - Trainee	Division	01 - Dialysis/Wellbound	CA State Income Tax (Work)	\$ 0
	Pay Rate	\$16.8300	Department	001 - Hemodialysis		
	Pay Frequency	Biweekly	Location(GL)	94070 - San Carlos		

Earnings

Pay Type	Hours	Pay Rate	Current	YTD
Double Time	0.5600	\$33.6600	\$18.85	\$21.88
OT Rate of Pay	23.9900	\$8.4150	\$201.88	\$269.20
Overtime	23.9900	\$16.8300	\$403.75	\$538.39
Regular Pay	50.0000	\$16.8300	\$841.50	\$2,928.42

Total Hours 74.5500

Deductions

Deduction	Based On	Pre-Tax	Employee		Employer	
			Current	YTD	Current	YTD
403B	\$1,465.98	Yes	\$14.66	\$14.66	\$0.00	\$0.00

Taxes

Tax	Based On	Current	YTD
Federal Income Tax	\$1,451.32	\$149.16	\$374.18
Employee Medicare	\$1,465.98	\$21.26	\$54.49
Social Security Employee Tax	\$1,465.98	\$90.89	\$232.99
CA State Income Tax	\$1,451.32	\$36.81	\$81.25
CA Disability Employee	\$1,465.98	\$14.66	\$37.58

Paid Time Off

Plan	Current	Balance	Net Pay Distribution		
			Account Number	Account Type	Amount
PTO (HOURS)	2.4600	23.3800		Checking	\$1,138.54
			Total		\$1,138.54

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$1,465.98	\$1,451.32	\$312.78	\$14.66	\$1,138.54
YTD	\$3,757.89	\$3,743.23	\$780.49	\$14.66	\$2,962.74

EXHIBIT 6

Pay Summary: 2021 - 34 - 1

SHC Non-Exempt	Period Beginning Date 8/8/2021	Pay Date 8/27/2021	Co. 589	Clock 94070	Home Dept 100001	Home Cost Number 01-100001-94070-61 67
Maria E Carralez	Period Ending Date 8/21/2021	WGPS Advance Pay Date	File # 535338	Number 00340198		

Gross Pay						\$ 2,088.90
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Regular	Rate: 26.6500	Hours: 24.00	\$ 639.60
Overtime	Rate: 52.6403	Hours: 2.28	\$ 120.02
Overtime	Rate: 41.0800	Hours: 8.00	\$ 328.64
CATHETER BN (field 3)			\$ 95.03
Double (2.0) (field 3)	Rate: 26.6500	Hours: 2.17	\$ 115.66
Missed Lunch (field 3)	Rate: 26.6500	Hours: 3.00	\$ 79.95
OTADJ BONUS (field 3)			\$ 70.40
Paid Time Off (field 3)	Rate: 26.6500	Hours: 24.00	\$ 639.60

Total Hours Worked: 39.45

Basis of Pay: HOURLY

Taxes			\$ 482.28
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Federal Income Tax		\$ 236.02
Social Security		\$ 124.62
Medicare		\$ 29.14
State Worked In: California	Code: CA	\$ 68.39
SUI/SDI: California (Taxing)	Code: 75	\$ 24.11

Deductions		\$ 167.35
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43B - 403b \$	\$ 41.78
DEN - DENTAL PRETAX	\$ 9.78
MED - MED-PRETAX	\$ 66.04
PET - PET	\$ 43.22
SLF - SUP EE LIFE	\$ 3.25
VIB - vision pre	\$ 3.28

Take Home	\$ 1,439.27
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CHECKING	\$ 1,439.27
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Other Details

Memos

S0039

ER MATCH		41.78
CAL12 BALANCE		35.93
ER DENTAL		22.49
FLSAOT INC EARN		152.86
Group Term		0.18
ER LTD		8.20
LFR		1.90
ER MEDICAL		258.98
ROP		3.53
TOTAL HOURS WOR		37.28
ER VISION		3.40
403B MAX EL		2,088.90
Other Period Earnings		\$ 165.43
CATHETER BN	Period: 01/01/2021 - 06/30/2021	\$ 95.03
OTADJ BONUS	Period: 01/01/2021 - 06/30/2021	\$ 70.40

Pay Statement
Period Start Date 05/16/2021
Period End Date 05/29/2021
Pay Date 06/04/2021
Document 517140
Net Pay **\$1,485.95**

Pay Details

Maria E Carralez
Employee Number 535338
Job Clinical Administrative Coordinator
Pay Rate \$26.6500
Pay Frequency Biweekly

Pay Group SOC Non Exempt
Location Sat. Healthcare Calif.
Division 01 - Dialysis/Wellbound
Department 001 - Hemodialysis
Location(CL) 94070 - San Carlos

Earnings

Pay Type	Period Start	Period End	Hours	Pay Rate	Current	YTD
Reg Pay (Base)	05/23/2021	05/29/2021	37.2800	\$26.6500	\$993.51	\$15,532.98
Over Time (1.5)	05/23/2021	05/29/2021	1.1300	\$39.9735	\$45.17	\$7,321.68
Bereavement			0.0000	\$0.0000	\$0.00	\$837.20
CAL 08 Hrs	05/16/2021	05/22/2021	8.0000	\$26.6500	\$213.20	\$213.20
CAL 12 Hrs			0.0000	\$0.0000	\$0.00	\$288.00
Catheter Bonus			0.0000	\$0.0000	\$0.00	\$300.00
Fitness Incent			0.0000	\$0.0000	\$0.00	\$150.00
GTL Imputed Inc					\$0.22	\$1.82
Holiday			0.0000	\$0.0000	\$0.00	\$456.30
Holiday 12			0.0000	\$0.0000	\$0.00	\$998.61
Hol Dbl Time 12			0.0000	\$0.0000	\$0.00	\$13.99
Missed Lunch	05/23/2021	05/29/2021	1.0000	\$26.6500	\$26.65	\$131.85
OT Adj. (Bonus)			0.0000	\$0.0000	\$0.00	\$308.54
Paid Time Off	05/16/2021	05/22/2021	32.0000	\$26.6500	\$852.80	\$1,586.00
Req Extra Shift			0.0000	\$0.0000	\$0.00	\$200.00
Spot Bonus			0.0000	\$0.0000	\$0.00	\$1,000.00
Taxable LTD					\$8.20	\$85.90
Total Hours Worked	39.4100	Total Hours	79.4100			

Deductions

Deduction	Based On	Pre-Tax	Employee Current	Employee YTD	Employer Current	Employer YTD
403B	\$2,131.33	Yes	\$42.63	\$561.88	\$0.00	\$0.00
Dental Ins	\$9.78	Yes	\$9.78	\$107.58	\$22.49	\$247.39
GTL Imputed Inc	\$0.22	No	\$0.22	\$1.82	\$0.00	\$0.00
Medical Ins	\$66.05	Yes	\$66.05	\$726.55	\$258.98	\$2,848.78
Pet Insurance	\$43.22	No	\$43.22	\$475.42	\$0.00	\$0.00
Sup EE Life	\$3.25	No	\$3.25	\$35.75	\$0.00	\$0.00
Taxable LTD	\$8.20	No	\$8.20	\$85.90	\$0.00	\$0.00
Vision Buy Up	\$3.29	Yes	\$3.29	\$36.19	\$3.41	\$37.51
Wellness Credit	(\$25.00)	No	(\$25.00)	(\$150.00)	\$0.00	\$0.00
403 Employer Ma	\$0.00	No	\$0.00	\$0.00	\$42.63	\$561.88
Basic AD&D Plan	\$0.00	No	\$0.00	\$0.00	\$0.42	\$4.46
Basic Life Plan	\$0.00	No	\$0.00	\$0.00	\$1.49	\$15.63
Concern Employee	\$0.00	No	\$0.00	\$0.00	\$1.15	\$12.65
GTL Basic	\$56,000.00	No	\$0.00	\$0.00	\$3.36	\$35.40

Taxes

Tax	Based On	Current	YTD
Federal Income Tax	\$2,018.00	\$247.02	\$4,044.46
Employee Medicare	\$2,060.63	\$28.88	\$420.26
Social Security Employee Tax	\$2,060.63	\$127.76	\$1,796.96
CA State Income Tax	\$2,018.00	\$72.78	\$1,332.28
CA Disability Employee	\$2,060.41	\$24.72	\$347.77

Paid Time Off

Plan	Current	Balance	Account Number	Account Type	Amount
CA Sick	0.0000	\$2.0000		Checking	\$1,485.95
CA Sup Sick	0.0000	\$0.0000	Total		\$1,485.95
PTO (HOURS)	6.2313	117.8213			

Net Pay Distribution

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$2,139.75	\$2,018.00	\$502.16	\$151.64	\$1,485.95
YTD	\$29,853.49	\$28,421.29	\$7,941.73	\$1,881.09	\$20,030.67

EXHIBIT 7



Satellite Healthcare Inc.
300 Santana Row Suite 300
San Jose, CA 95128

Pay Statement

Period Start Date 06/27/2021
Period End Date 07/10/2021
Pay Date 07/16/2021
Document 523645
Net Pay \$1,562.75

Pay Details

Maria E Carrelez

Employee Number 535338
Job Clinical Administrative Coordinator
Pay Rate \$26.5500
Pay Frequency Biweekly

Pay Group SOC Non Exempt
Location Sat. Healthcare Calif.
Division 01 - Dialysis/Wellbound
Department 001 - Hemodialysis
Location(G/L) 94070 - San Carlos

Earnings

Pay Type	Period Start	Period End	Hours	Pay Rate	Current	YTD
Reg Pay (Base)	06/27/2021	07/03/2021	21.8300	\$26.5500	\$581.50	
Reg Pay (Base)	07/04/2021	07/10/2021	16.0000	\$26.5500	\$426.40	\$19,094.39
Over Time (1.5)	06/27/2021	07/03/2021	7.6000	\$39.8750	\$303.81	
Over Time (1.5)	07/04/2021	07/10/2021	8.0000	\$39.8750	\$319.80	\$6,313.06
Double (2.0)	06/27/2021	07/03/2021	0.1100	\$53.2727	\$5.86	
Double (2.0)	07/04/2021	07/10/2021	1.5067	\$53.2953	\$80.30	\$524.68
Bereavement			0.0000	\$0.0000	\$0.00	\$837.20
CAL 08 Hrs	07/04/2021	07/10/2021	4.0000	\$26.5500	\$106.50	\$746.20
CAL 12 Hrs			0.0000	\$0.0000	\$0.00	\$288.00
Catheter Bonus			0.0000	\$0.0000	\$0.00	\$300.00
Fitness Incent			0.0000	\$0.0000	\$0.00	\$150.00
GTL Imputed Inc					\$0.22	\$2.48
Holiday			0.0000	\$0.0000	\$0.00	\$456.30
Holiday 12			0.0000	\$0.0000	\$0.00	\$998.61
Hol Dbl Time 12			0.0000	\$0.0000	\$0.00	\$13.99
Missed Lunch			0.0000	\$0.0000	\$0.00	\$158.60
OT Adj. (Bonus)			0.0000	\$0.0000	\$0.00	\$308.54
Paid Time Off	06/27/2021	07/03/2021	6.0000	\$26.5500	\$159.90	
Paid Time Off	07/04/2021	07/10/2021	12.0000	\$26.5500	\$319.80	\$2,278.90
Req Extra Shift			0.0000	\$0.0000	\$0.00	\$200.00
Spot Bonus			0.0000	\$0.0000	\$0.00	\$1,000.00
Taxable LTD					\$8.20	\$110.50
Unpaid Time	07/04/2021	07/10/2021	4.0000		\$0.00	\$0.00
Total Hours Worked	56.0367	Total Hours	81.0367			

Deductions

Deduction	Based On	Pre-Tax	Employee Current	Employee YTD	Employer Current	Employer YTD
403B	\$2,303.97	Yes	\$46.08	\$679.94	\$0.00	\$0.00
Dental Ins	\$8.78	Yes	\$8.78	\$136.92	\$22.49	\$314.86
GTL Imputed Inc	\$0.22	No	\$0.22	\$2.48	\$0.00	\$0.00
Medical Ins	\$96.05	Yes	\$96.05	\$924.70	\$258.98	\$3,625.72
Pet Insurance	\$43.22	No	\$43.22	\$605.08	\$0.00	\$0.00
Sup EE Life	\$3.25	No	\$3.25	\$45.50	\$0.00	\$0.00
Taxable LTD	\$8.20	No	\$8.20	\$110.50	\$0.00	\$0.00
Vision Buy Up	\$3.29	Yes	\$3.29	\$46.06	\$3.41	\$47.74
Wellness Credit	\$0.00	No	\$0.00	(\$175.00)	\$0.00	\$0.00
403 Employer Ma	\$0.00	No	\$0.00	\$0.00	\$46.06	\$679.94
Basic AD&D Plan	\$0.00	No	\$0.00	\$0.00	\$0.42	\$5.72
Basic Life Plan	\$0.00	No	\$0.00	\$0.00	\$1.49	\$20.10
Concern Employee	\$0.00	No	\$0.00	\$0.00	\$1.15	\$16.10
GTL Basic	\$56,000.00	No	\$0.00	\$0.00	\$3.36	\$45.48

Taxes

Tax	Based On	Current	YTD
Federal Income Tax	\$2,187.19	\$284.24	\$4,698.27
Employee Medicare	\$2,233.27	\$32.38	\$502.77
Social Security Employee Tax	\$2,233.27	\$138.46	\$2,149.77
CA State Income Tax	\$2,187.19	\$87.67	\$1,520.07
CA Disability Employee	\$2,233.05	\$26.80	\$416.05

Paid Time Off

Plan	Current	Balance	Account Number	Account Type	Amount
CA Sick	0.0000	32.0000		Checking	\$1,562.75
CA Sup Sick	0.0000	80.0000	Total		\$1,562.75
PTO (HOURS)	7.0800	112.8613			

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$2,312.39	\$2,187.19	\$569.55	\$180.09	\$1,662.75
YTD	\$36,781.45	\$33,993.83	\$9,286.93	\$2,376.18	\$24,118.34

EXHIBIT 8

Earnings Statement



SATELLITE HEALTHCARE INC.
 300 SANTANA ROW SUITE 300
 SAN JOSE, CA 95128

Period Beginning: 05/15/2022
 Period Ending: 05/28/2022
 Pay Date: 06/03/2022

Taxable Marital Status: Single
 Exemptions/Allowances:
 Federal: 0
 CA: 0

MARIA E CARRALEZ

Earnings	rate	hours	this period	year to date	Other	this period	year to date
Regular	27.3200	24.00	655.68	3,683.36	PET	-232.64	
Overtime	42.0760	10.13	426.23	2,345.18	SUP EE LIFE	-3.25	29.25
Double (2.0)	27.3200	2.98	175.90	1,282.21	VISION POST	-2.88	17.28
DP IMPUTED			201.13	1,005.65	403b \$	-37.74*	242.68
CASICK08A				218.56	Cell Reimb		-10.00
CATHETER BN				122.28			
Education Time				437.12	Net Pay	\$172.65	
Spot Bonus				150.00	CHECKING	-172.65	
Gross Pay			\$1,458.94	9,244.36	Net Check	\$0.00	

Deductions	Statutory		
	Federal Income Tax	-98.96	586.55
	Social Security Tax	-67.94	428.11
	Medicare Tax	-15.89	100.12
	CA State Income Tax	-15.76	97.38
	CA SDI Tax	-12.05	75.93
	Other		
	vision pre	-3.28*	29.52
	ACCIDENTAL INS	-10.10	
	Critical Ill	-8.10	
	Dental Post	-39.88	
	DENTAL PRETAX	-27.16*	182.52
	DOMESTIC PRTNER	-201.13	1,005.65
	HOSPITAL	-10.88	
	LEGAL	-9.40	
	MED POST TAX	-156.31	
	MED-PRETAX	-332.94*	2,129.74

* Excluded from federal taxable wages

Your federal taxable wages this period are
 \$1,057.82

Other Benefits and Information

	this period	total to date
Er Dental	7.36	
ER MATCH	37.74	242.68
Flsaot Inc Earn	81.41	
Group Term	0.26	2.38
Totl Hrs Worked	37.11	
Basis of Pay		Hourly
Ca Sick Balance		11.87
Pto Balance		37.28

Important Notes

YOUR COMPANY'S ER PHONE NUMBER IS 650-404-3600

© 2000 ADP, LLC

SATELLITE HEALTHCARE INC.
 300 SANTANA ROW SUITE 300
 SAN JOSE, CA 95128

Advice number: 00000220190
 Pay date: 06/03/2022

Deposited to the account of	account number	transit ABA	amount
MARIA E CARRALEZ		XXXX XXXX	\$172.65

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT 9

S0040

Pay Summary: 2021 - 32 - 1

SHC Non-Exempt	Period Beginning Date 7/25/2021	Pay Date 8/13/2021	Co. 589	Clock 94070	Home Dept 100001	Home Cost Number 01-100001-94070-61 67
Maria E Carralez	Period Ending Date 8/7/2021	WGPS Advance Pay Date	File # 535338	Number 00320192	Worked In Cost Number 01-100001-94070-61 67	

Gross Pay \$ 1,757.12

Regular	Rate: 26.6500	Hours: 16.00	\$ 426.40
Overtime	Rate: 40.6000	Hours: 4.00	\$ 162.40
Overtime	Rate: 39.9750	Hours: 3.51	\$ 140.31
CASICK08A (field 3)	Rate: 26.6500	Hours: 16.00	\$ 426.40
Double (2.0) (field 3)	Rate: 26.6500	Hours: 1.38	\$ 73.56
Fitness Incenti (field 3)			\$ 75.00
Missed Lunch (field 3)	Rate: 26.6500	Hours: 1.00	\$ 26.65
Paid Time Off (field 3)	Rate: 26.6500	Hours: 16.00	\$ 426.40

Total Hours Worked: 25.89

Basis of Pay: HOURLY

Taxes \$ 366.83

Federal Income Tax		\$ 171.43
Social Security		\$ 104.05
Medicare		\$ 24.34
State Worked In: California	Code: CA	\$ 46.87
SUI/SDI: California (Taxing)	Code: 75	\$ 20.14

Deductions \$ 135.27

43B - 403b \$	\$ 33.64
DEN - DENTAL PRETAX	\$ 9.78
EAP - EAP	\$ 1.06
MED - MED-PRETAX	\$ 66.04
PET - PET	\$ 43.22
SLF - SUP EE LIFE	\$ 3.25
VIB - vision pre	\$ 3.28
WEL - WELLNESS	\$ -25.00

Take Home \$ 1,255.02

CHECKING	\$ 1,255.02
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Other Details

S0041

Memos

ER MATCH	33.64
CAL12 BALANCE	34.74
ER DENTAL	22.49
FLSAOT INC EARN	36.78
Group Term	0.18
ER LTD	8.20
LFR	1.90
ER MEDICAL	258.98
ROP	2.21
TOTAL HOURS WOR	24.51
ER VISION	3.40
403B MAX EL	1,682.12