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and on behalf of himself and other aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO – CIVIL**

ZAVEN OHANIAN, on behalf of the State of
California and on behalf of himself and all other
aggrieved employees,

Plaintiff,

v.

COMMUNITY HOSPITALS OF CENTRAL
CALIFORNIA dba COMMUNITY MEDICAL
CENTERS and FRESNO HEART & SURGICAL
CENTER, a California Corporation; FRESNO
COMMUNITY HOSPITAL AND MEDICAL
CENTER dba COMMUNITY MEDICAL
CENTERS, COMMUNITY REGIONAL
MEDICAL CENTER, and CLOVIS
COMMUNITY MEDICAL CENTER, a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

PAGA-ONLY ACTION [21CECG01193](#)

**COMPLAINT FOR CIVIL PENALTIES
UNDER THE LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT (“PAGA”)
[Labor Code § 2698, *et seq.*] for:**

- a. Failure to Pay All Wages Due to Illegal Rounding;**
- b. Failure to Pay At Least Minimum Wage;**
- c. Failure to Pay All Wages Due to On Call Time;**
- d. Failure to Provide All Meal Periods;**
- e. Failure to Authorize and Permit All Paid Rest Periods;**
- f. Failure to Reimburse Work Expenses (Mileage);**
- g. Failure to Reimburse for All Business Expenses;**
- h. Derivative Failure to Timely Furnish Accurate Itemized Wage Statements;**
- i. Independent Failure to Timely Furnish Accurate Itemized Wage Statements; and**
- j. Derivative Violations of Labor Code §§ 201-202**

1 Plaintiff Zaven Ohanian (“Plaintiff”), on behalf of the State of California and all other
2 aggrieved employees, complains and alleges as follows against Defendants Community Hospitals of
3 Central California dba Community Medical Centers and Fresno Heart & Surgical Center; Fresno
4 Community Hospital and Medical Center dba Community Medical Centers, Community Regional
5 Medical Center, and Clovis Community Medical Center; and DOES 1 to 100 (hereinafter collectively
6 referred to as “Defendants”). Plaintiff is informed and believes, and on the basis of that information
7 and belief, alleges as follows:

8 **I.**

9 **INTRODUCTION**

10 1. This is a representative action seeking recovery of civil penalties under the Private
11 Attorneys General Act of 2004 (“PAGA”), California Labor Code (“Labor Code”) § 2698, *et seq.*
12 PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of
13 themselves and other aggrieved current and former employees to recover civil penalties for
14 Defendants’ violations of the Labor Code.

15 2. The acts complained of herein occurred, occur and will occur, at least in part, within
16 the time period from one (1) year preceding the filing of the February 19, 2021 PAGA notice
17 herein, up to and through the time of trial for this matter, although this should not automatically be
18 considered the statute of limitations for any cause of action herein.

19 3. The relevant job titles held by the California citizens in this action are Defendants’
20 hourly-paid non-exempt employees who were subjected to Defendants’ policies and practices as
21 described herein (hereinafter, the “aggrieved employees”).

22 4. Regarding the aggrieved employees, Defendants have:
23 a. Failed to pay all wages due to illegal time rounding;
24 b. Failed to pay at least state-mandated minimum wages for all hours worked;
25 c. Failed to pay straight time, minimum and/or overtime wages for all hours worked
26 due to “on call” time;
27 d. Failed to provide all legally required meal periods;
28 e. Failed to authorize and permit all paid legally required rest periods;

- f. Failed to reimburse for all work-related expenses;
- g. Failed to timely furnish accurate itemized wage statements;
- h. Violated Labor Code §§ 201-202; and
- i. As a result of these violations, incurred civil penalties pursuant to Labor Code § 2698, *et seq.*

5. Such policies and practices, as described herein, violate the Labor Code, and therefore trigger civil penalties under Labor Code § 2698, *et seq.* Therefore, Plaintiff, on behalf of the State of California and all other aggrieved employees, brings this representative PAGA action pursuant to violations of the Labor Code, seeking civil penalties for the violations alleged herein, reasonable attorney's fees and costs, and other relief as deemed proper.

II.

PARTIES

PLAINTIFF ZAVEN OHANIAN

6. Plaintiff Zaven Ohanian is an individual over the age of eighteen (18) and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

7. Plaintiff has worked for Defendants as a surgical technician since April 2016 in Fresno, California, which is in Fresno County, California.

DEFENDANT COMMUNITY HOSPITALS OF CENTRAL CALIFORNIA

8. Defendant Community Hospitals of Central California dba Community Medical Centers and Fresno Heart & Surgical Center is now and/or at all times mentioned in this Complaint was a California corporation and the owner and operator of an industry, business and/or facilities licensed to do business and actually doing business in the State of California, specifically in the County of Fresno.

DEFENDANT FRESNO COMMUNITY HOSPITAL AND MEDICAL CENTER

9. Defendant Fresno Community Hospital and Medical Center dba Community Medical Centers, Community Regional Medical Center, and Clovis Community Medical Center is now and/or at all times mentioned in this Complaint was a California corporation and the owner and operator of an industry, business and/or facilities licensed to do business and actually doing business in the

1 State of California, specifically in the County of Fresno.

2 DOES 1 TO 100, INCLUSIVE

3 10. DOES 1 to 100, inclusive are now, and/or at all times mentioned in this Complaint
4 were licensed to do business and/or actually doing business in California.

5 11. Plaintiff does not know the true names or capacities, whether individual, partner or
6 corporate, of DOES 1 to 100, inclusive and for that reason, DOES 1 to 100 are sued under such
7 fictitious names pursuant to California Code of Civil Procedure ("CCP") § 474.

8 12. Plaintiff will seek leave of court to amend this Complaint to allege such names and
9 capacities as soon as they are ascertained.

10 ALL DEFENDANTS

11 13. Defendants, and each of them, are now and/or at all times mentioned in this
12 Complaint were in some manner legally responsible for the events, happenings and circumstances
13 alleged in this Complaint.

14 14. Defendants, and each of them, proximately subjected Plaintiff and all other
15 aggrieved employees to the unlawful practices, wrongs, complaints, injuries and/or damages alleged
16 in this Complaint.

17 15. Defendants, and each of them, are now and/or at all times mentioned in this
18 Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-
19 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
20 mentioned in this Complaint were acting within the course and scope of that agency, servitude
21 and/or employment.

22 16. Defendants, and each of them, are now and/or at all times mentioned in this
23 Complaint were members of and/or engaged in a joint venture, partnership and common enterprise,
24 and were acting within the course and scope of, and in pursuance of said joint venture, partnership
25 and common enterprise.

26 17. Defendants, and each of them, at all times mentioned in this Complaint concurred
27 and contributed to the various acts and omissions of each and every one of the other Defendants in
28 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

19. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

20. Plaintiff is informed and believes and, on that basis, alleges that there exists, and at all relevant times there has existed, a unity of interest and ownership between Defendant Community Hospitals of Central California and Defendant Fresno Community Hospital and Medical Center such that any separateness and individuality between them have ceased. Adherence to the fiction of Community Hospitals of Central California and Fresno Community Hospital and Medical Center being separate business entities would permit abuse of any corporate privilege, sanction fraud, and promote injustice.

III.

JURISDICTION AND VENUE

21. The California Superior Court has jurisdiction in this matter due to Defendants' aforementioned violations of California statutory law and/or related common law principles.

22. The California Superior Court also has jurisdiction in this matter because the civil penalties sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

23. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiff and all other aggrieved employees herein were all California citizens and Defendants COMMUNITY HOSPITALS OF CENTRAL CALIFORNIA and FRESNO COMMUNITY HOSPITAL AND MEDICAL CENTER are California corporations. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

24. Venue is proper in Fresno County pursuant to CCP § 395(a) and CCP § 395.5 in that liability arose there because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, and/or has an agent therein.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2699

(On Behalf of the Aggrieved Employees)

(Against All Defendants)

25. Plaintiff incorporates by reference and realleges each of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

A. FAILURE TO PAY ALL WAGES DUE TO ILLEGAL ROUNDING POLICY

26. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

27. Labor Code § 510(a) states in pertinent part: “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee.”

28. Labor Code § 1182.12(b)(1)(D) provides that for any employer who employs 26 or more employees, the minimum wage shall be as follows: “Notwithstanding subdivision (a), the minimum wage for all industries shall be not less than...From January 1, 2020, to December 31, 2020, inclusive, – thirteen dollars (\$13) per hour.” Pursuant to Labor Code § 1182.12(b)(1)(E), for any employer who employs 26 or more employees, the minimum wage shall be: “From January 1, 2021, to December 31, 2021, inclusive, – fourteen dollars (\$14) per hour.” Finally, pursuant to Labor Code § 1182.12(b)(1)(F), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2022, and until adjusted by subdivision (c) – fifteen dollars (\$15) per hour.”

29. Labor Code § 1194(a) states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

1 30. Further, pursuant to Labor Code § 1197, payment of less than the minimum wage
2 fixed by the Labor Commission is unlawful.

3 31. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than the
4 hours set by IWC Wage Order No. 4.

5 32. California employers must pay at least minimum wage for all time their employees
6 are subject to the employer's control. IWC Wage Order No. 4, §§ 2(K) ("Hours worked" means the
7 time during which an employee is subject to the control of an employer, and includes all the time
8 the employee is suffered or permitted to work, whether or not required to do so. Within the health
9 care industry, the term 'hours worked' means the time during which an employee is suffered or
10 permitted to work for the employer, whether or not required to do so, as interpreted with the
11 provisions of the Fair Labor Standards Act."), 4(B) ("Every employer shall pay to each employee,
12 on the established payday for the period involved, not less than the applicable minimum wage for
13 all hours worked..."); *Martinez v. Combs* (2010) 49 Cal.4th 35, 52, 57 ("[A]n employee who sues
14 to recover unpaid minimum wages actually and necessarily sues to enforce the wage order.").

15 33. Defendants, as a matter of established company policy and procedure, at each one of
16 the individual facilities owned and/or operated by Defendants, consistently:

- 17 a. Administered a uniform company policy and practice as to the rounding
18 policies regarding Plaintiff and all other aggrieved employees; and
19 b. Rounded the actual time worked and recorded by Plaintiff and all other
20 aggrieved employees, usually down, so that during the course of their
21 employment, Plaintiff and other aggrieved employees were paid far less than
22 they would have been paid had they been paid for actual recorded time rather
23 than "rounded" time.

24 34. Because Defendants required Plaintiff and all other aggrieved employees to remain
25 under Defendants' control without paying therefore, it resulted in Plaintiff and all other aggrieved
26 employees earning less than the legal minimum wage in the State of California.

27 35. Further, Defendants' pattern and practice in uniform administration of corporate
28 policy resulted in Plaintiff and other aggrieved employees being underpaid for their straight time

1 and/or overtime hours worked.

2 **B. FAILURE TO PAY AT LEAST MINIMUM WAGE FOR ALL HOURS WORKED**

3 36. Labor Code § 204 establishes the fundamental right of all employees in the State of
4 California to be paid wages, including straight time and overtime, in a timely fashion for their work.

5 37. Labor Code § 510(a) states in pertinent part: “Any work in excess of eight hours in
6 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at
7 the rate of no less than one and one-half times the regular rate of pay for any employee.”

8 38. Labor Code § 1182.12(b)(1)(D) provides that for any employer who employs 26 or
9 more employees, the minimum wage shall be as follows: “Notwithstanding subdivision (a), the
10 minimum wage for all industries shall be not less than...From January 1, 2020, to December 31,
11 2020, inclusive, – thirteen dollars (\$13) per hour.” Pursuant to Labor Code § 1182.12(b)(1)(E), for
12 any employer who employs 26 or more employees, the minimum wage shall be: “From January 1,
13 2021, to December 31, 2021, inclusive, – fourteen dollars (\$14) per hour.” Finally, pursuant to
14 Labor Code § 1182.12(b)(1)(F), for any employer who employs 26 or more employees, the
15 minimum wage shall be as follows: “From January 1, 2022, and until adjusted by subdivision (c) –
16 fifteen dollars (\$15) per hour.”

17 39. Labor Code § 1194(a) states: “Notwithstanding any agreement to work for a lesser
18 wage, any employee receiving less than the legal minimum wage or the legal overtime
19 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
20 of the full amount of this minimum wage or overtime compensation, including interest thereon,
21 reasonable attorney’s fees, and costs of suit.”

22 40. Further, pursuant to Labor Code § 1197, payment of less than the minimum wage
23 fixed by the Labor Commission is unlawful.

24 41. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than the
25 hours set by the Industrial Welfare Commission (“IWC”) or under conditions prohibited by the
26 applicable IWC Wage Order, in this case IWC Order No. 4-2001 (“Wage Order No. 4”).

27 42. California employers must pay at least minimum wage for all time their employees
28 are subject to the employer’s control. IWC Wage Order No. 4, §§ 2(K) (“‘Hours worked’ means the

time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so. Within the health care industry, the term ‘hours worked’ means the time during which an employee is suffered or permitted to work for the employer, whether or not required to do so, as interpreted with the provisions of the Fair Labor Standards Act.”), 4(B) (“Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked...”); *Martinez v. Combs* (2010) 49 Cal.4th 35, 52, 57 (“[A]n employee who sues to recover unpaid minimum wages actually and necessarily sues to enforce the wage order.”).

43. Defendants, as a matter of established company policy and procedure, at each one of the individual facilities owned and/or operated by Defendants, consistently:

- a. Administered a uniform company policy and practice as to the pay policies regarding Plaintiff and all other aggrieved employees; and
- b. Scheduled to work and/or required Plaintiff and all other aggrieved employees to work without paying at least minimum wage for all time they were under Defendants’ control.

44. Specifically, Defendants required Plaintiff and all other aggrieved employees to go through COVID-19 checks before they clocked in. During this time, Plaintiff and all other aggrieved employees were suffered or permitted to work but were not compensated for their time.

45. Because Defendants required Plaintiff and all other aggrieved employees to remain under Defendants’ control without paying therefore, it resulted in Plaintiff and all other aggrieved employees earning less than the legal minimum wage in the State of California.

C. FAILURE TO PAY ALL WAGES DUE TO ON CALL TIME

46. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

47. Labor Code § 510(a) states in pertinent part: “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee.”

48. Labor Code § 1182.12(b)(1)(D) provides that for any employer who employs 26 or

1 more employees, the minimum wage shall be as follows: “Notwithstanding subdivision (a), the
2 minimum wage for all industries shall be not less than...From January 1, 2020, to December 31,
3 2020, inclusive, – thirteen dollars (\$13) per hour.” Pursuant to Labor Code § 1182.12(b)(1)(E), for
4 any employer who employs 26 or more employees, the minimum wage shall be: “From January 1,
5 2021, to December 31, 2021, inclusive, – fourteen dollars (\$14) per hour.” Finally, pursuant to
6 Labor Code § 1182.12(b)(1)(F), for any employer who employs 26 or more employees, the
7 minimum wage shall be as follows: “From January 1, 2022, and until adjusted by subdivision (c) –
8 fifteen dollars (\$15) per hour.”

9 49. Labor Code § 1194(a) states: “Notwithstanding any agreement to work for a lesser
10 wage, any employee receiving less than the legal minimum wage or the legal overtime
11 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
12 of the full amount of this minimum wage or overtime compensation, including interest thereon,
13 reasonable attorney’s fees, and costs of suit.”

14 50. Further, pursuant to Labor Code § 1197, payment of less than the minimum wage
15 fixed by the Labor Commission is unlawful.

16 51. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than the
17 hours set by IWC Wage Order No. 4.

18 52. California employers must pay at least minimum wage for all time their employees
19 are subject to the employer’s control. IWC Wage Order No. 4, §§ 2(K) (“‘Hours worked’ means the
20 time during which an employee is subject to the control of an employer, and includes all the time
21 the employee is suffered or permitted to work, whether or not required to do so. Within the health
22 care industry, the term ‘hours worked’ means the time during which an employee is suffered or
23 permitted to work for the employer, whether or not required to do so, as interpreted with the
24 provisions of the Fair Labor Standards Act.”), 4(B) (“Every employer shall pay to each employee,
25 on the established payday for the period involved, not less than the applicable minimum wage for
26 all hours worked...”); *Martinez v. Combs* (2010) 49 Cal.4th 35, 52, 57 (“[A]n employee who sues
27 to recover unpaid minimum wages actually and necessarily sues to enforce the wage order.”).

28 53. Defendants, as a matter of established company policy and procedure, at each one of

the individual facilities owned and/or operated by Defendants, consistently:

- a. Administered a uniform company policy and practice as to the pay policies regarding Plaintiff and all other aggrieved employees; and
- b. Scheduled to work and/or required Plaintiff and all other aggrieved employees to work without paying at least minimum wage for all time they were under Defendants' control.

54. Specifically, Defendants assigned Plaintiff and all other aggrieved employees "on call" shifts. Factors considered in determining the degree of control the employer exerts during offsite on call times include: (1) whether there are excessive geographical restrictions on an employee's movements; (2) whether the frequency of calls is unduly restrictive; (3) whether a fixed time limit for response is unduly restrictive; (4) whether the on-call employee can easily trade his or her on-call responsibilities with another employee; and (5) whether and to what extent the employee engages in personal activities during on-call periods. *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169 Cal.App.4th 1524, 1535.

55. During these shifts, Plaintiff and all other aggrieved employees were engaged to wait for phone calls to report for emergency surgeries. Plaintiff and all other aggrieved employees were unduly restricted because of the above factors. Moreover, if Plaintiff and all other aggrieved employees did not immediately answer their phones, Defendants' employees called the on-call employees multiple times and subjected them to discipline. Accordingly, Defendants were required to pay Plaintiff and all other aggrieved employees for all time subject to Defendants' control, yet Defendants paid Plaintiff and other aggrieved employees less than minimum wage while the aggrieved employees were engaged to be waiting.

56. Because Defendants required Plaintiff and all other aggrieved employees to remain under Defendants' control without paying therefore, it resulted in Plaintiff and all other aggrieved employees earning less than the legal minimum wage in the State of California.

D. FAILURE TO PROVIDE ALL MEAL PERIODS

57. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

1 58. Labor Code § 226.7(b) provides, “An employer shall not require an employee to
2 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
3 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
4 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

5 59. Labor Code § 512 provides, “An employer may not employ an employee for a work
6 period of more than five hours per day without providing the employee with a meal period of not
7 less than 30 minutes, except that if the total work period per day of the employee is no more than
8 six hours, the meal period may be waived by mutual consent of both the employer and employee.
9 An employer may not employ an employee for a work period of more than 10 hours per day without
10 providing the employee with a second meal period of not less than 30 minutes, except that if the
11 total hours worked is no more than 12 hours, the second meal period may be waived by mutual
12 consent of the employer and the employee only if the first meal period was not waived.”

13 60. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
14 amend working condition orders with respect to break periods, meal periods, and days of rest for
15 any workers in California consistent with the health and welfare of those workers.”

16 61. Section 11(D) of IWC Wage Order No. 4 provides, “If an employer fails to provide
17 an employee a meal period in accordance with the applicable provisions of this Order, the employer
18 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each
19 work day that the meal period is not provided.”

20 62. On one or more occasions, Plaintiff and other aggrieved employees worked over
21 fifteen (15) hours per shift and therefore were entitled to an uninterrupted meal period of not less
22 than thirty (30) minutes prior to exceeding fifteen (15) hours of employment.

23 63. Plaintiff and all other aggrieved employees did not validly or legally waive all their
24 meal periods, by mutual consent with Defendants or otherwise.

25 64. Plaintiff and all other aggrieved employees did not enter into any written agreement
26 with Defendants agreeing to an on-the-job paid meal period.

27 65. As a matter of Defendants’ established company policy, Defendants failed to always
28 comply with the meal period requirements established by Labor Code § 226.7, Labor Code § 512,

1 Labor Code § 516 and Section 11 of IWC Wage Order No. 4 by failing to always provide Plaintiff
2 and all other aggrieved employees with a first and in some cases a second legally compliant meal
3 period, even where Plaintiff and other aggrieved employees waived one of their meal periods.

4 **E. FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS**

5 66. Labor Code § 226.7(b) provides, “An employer shall not require an employee to
6 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
7 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
8 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

9 67. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
10 amend working condition orders with respect to break periods, meal periods, and days of rest for
11 any workers in California consistent with the health and welfare of those workers.”

12 68. Section 12(A) of IWC Wage Order No. 4 states, “Every employer shall authorize and
13 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
14 work period. The authorized rest period time shall be based on the total hours worked daily at the
15 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest
16 period need not be authorized for employees whose total daily work time is less than three and one-
17 half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall
18 be no deduction from wages.”

19 69. Section 12(B) of IWC Wage Order No. 4 states, “If an employer fails to provide an
20 employee a rest period in accordance with the applicable provisions of this order, the employer shall
21 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
22 workday that the rest period is not provided.”

23 70. Plaintiff and all other aggrieved employees sometimes worked over four (4) hours
24 per shift. Further, Plaintiff and all other aggrieved employees sometimes worked over six (6) hours
25 per shift, over ten (10) hours per shift, and in some cases over fourteen (14) hours per shift.

26 71. Plaintiff and all other aggrieved employees were entitled to a rest period of not less
27 than ten (10) minutes for every four (4) hours of work, or major fraction thereof.

28 72. As a matter of Defendants’ established company policy, Defendants failed to always

1 authorize and permit all required rest periods established by Labor Code §§ 226.7 and 516, and
2 Section 12 of IWC Wage Order No. 4.

3 **F. FAILURE TO REIMBURSE FOR ALL BUSINESS EXPENSES**

4 73. Labor Code §2802(a) provides, “an employer shall indemnify his or her employee
5 for all necessary expenditures or losses incurred by the employee in direct consequence of the
6 discharge of his or her duties, or of his or her obedience to the directions of the employer.”

7 74. Labor Code § 2804 states in pertinent part: “Any contract or agreement, express or
8 implied, made by any employee to waive the benefits of this article or any part thereof is null and
9 void, and this article shall not deprive any employee or his personal representative of any right or
10 remedy to which he is entitled under the laws of this State.”

11 75. As a matter of Defendants’ established company policy, Plaintiff and all other
12 aggrieved employees were and are required by Defendants to personally incur necessary
13 expenditures in direct consequence of the discharge of their duties, including but not limited to
14 using their personal cell phones for on call shifts or using their personal cell phones for COVID-19
15 assessments before being allowed to clock in, without Defendants reimbursing them for their
16 mobile device-related expenditures.

17 76. Defendants failed to fully and reasonably reimburse Plaintiff and all other aggrieved
18 employees for all necessary expenditures at a reasonable rate.

19 **G. DERIVATIVE FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE**
20 **STATEMENTS**

21 77. Labor Code § 226(a) states, “An employer, semimonthly or at the time of each
22 payment of wages, shall furnish to his or her employee, either as a detachable part of the check,
23 draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or
24 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
25 worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units
26 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
27 provided that all deductions made on written orders of the employee may be aggregated and shown
28 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is

1 paid, (7) the name of the employee and only the last four digits of his or her social security number
2 or an employee identification number other than a social security number, (8) the name and address
3 of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in
4 subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of
5 the employer, and (9) all applicable hourly rates in effect during the pay period and the
6 corresponding number of hours worked at each hourly rate by the employee...”.

7 78. Pursuant to Labor Code § 226(a), Defendants are required to maintain accurate
8 records pertaining to the total hours worked by Plaintiff and all other aggrieved employees,
9 including but not limited to, the beginning and ending of each work period, meal periods, total daily
10 hours worked, and total hours worked per pay period and applicable rates of pay.

11 79. As set forth herein in prior causes of action, Defendants failed to pay Plaintiff and
12 other aggrieved employees all wages due and owing.

13 80. As a derivative result of this failure to pay wages and as a pattern and practice in
14 violation of Labor Code § 226(a), Defendants did not and do not maintain accurate records
15 pertaining to the total hours worked by Plaintiff and other aggrieved employees, including but not
16 limited to (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, (4)
17 net wages earned and/or (5) all applicable hourly rates in effect during each respective pay period
18 and the corresponding number of hours worked at each hourly rate by each respective individual.

19 81. Pursuant to *Lopez v. Friant & Assoc., LLC* (2017) 15 Cal.App.5th 773, employers
20 who fail to provide accurate itemized wage statements are subject to PAGA penalties even when the
21 mistake is inadvertent and/or promptly corrected, and even though employees admittedly suffered
22 no injury; said employees are permitted to recover PAGA penalties without needing to prove the
23 “injury” and “knowing and intentional” elements of a Labor Code § 226(e) claim. As such, Plaintiff
24 and all other aggrieved employees are entitled to recover PAGA civil penalties.

25 **H. INDEPENDENT FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED**
26 **WAGE STATEMENTS**

27 82. Labor Code § 226(a) states, “An employer, semimonthly or at the time of each
28 payment of wages, shall furnish to his or her employee, either as a detachable part of the check,

1 draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or
2 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
3 worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units
4 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
5 provided that all deductions made on written orders of the employee may be aggregated and shown
6 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
7 paid, (7) the name of the employee and only the last four digits of his or her social security number
8 or an employee identification number other than a social security number, (8) the name and address
9 of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in
10 subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of
11 the employer, and (9) all applicable hourly rates in effect during the pay period and the
12 corresponding number of hours worked at each hourly rate by the employee..."

13 83. As a pattern and practice, in violation of Labor Code § 226(a), Defendants did not
14 and still do not furnish Plaintiff and all other aggrieved employees with an accurate itemized
15 statement in writing showing the name and address of the legal entity that employs Plaintiff and all
16 other aggrieved employees. As a point of confusion, the wage statements list "Community Medical
17 Centers" and a post office box number as the employer, yet Community Medical Centers is the
18 registered fictitious business name of both Defendant Community Hospitals of Central California and
19 Defendant Fresno Community Hospital and Medical Center. Such confusion over which entity is the
20 legal employer and the use of a post office box number instead of a physical address has been held to
21 be a violation of the statute. *Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 961; *Noori*
22 *v. Countrywide Payroll & HR Solutions, Inc.* (2019) 43 Cal.App.5th 957, 965.

23 84. Pursuant to *Lopez v. Friant & Assoc., LLC* (2017) 15 Cal.App.5th 773, employers
24 who fail to provide accurate itemized wage statements are subject to PAGA penalties even when the
25 mistake is inadvertent and/or promptly corrected, and even though employees admittedly suffered
26 no injury; said employees are permitted to recover PAGA penalties without needing to prove the
27 "injury" and "knowing and intentional" elements of a Labor Code § 226(e) claim. As such, Plaintiff
28 and all other aggrieved employees are entitled to recover civil penalties under PAGA.

I. DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202

85. Labor Code § 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30) days from the due date thereof, until paid or until an action therefore is commenced.

86. There are aggrieved employees who are no longer employed by Defendants as they were either discharged from or quit Defendants' employ.

87. Defendants had a consistent and uniform policy, practice, and procedure of willfully failing to pay the earned wages of former employees, as set forth above, according to proof.

88. As set forth above, Defendants willfully failed to pay the aggrieved employees their entire wages due and owing at the time of their termination or within seventy-two (72) hours of their resignation and failed to pay those sums for up to thirty (30) days thereafter.

89. Defendants' willful failure to pay wages to the aggrieved employees violates Labor Code §§ 201-202 because Defendants knew or should have known wages were due to the aggrieved employees, as set forth above, but Defendants failed to pay them.

J. PENALTIES ASSESSED PURSUANT TO LABOR CODE § 2699

90. Pursuant to Labor Code § 2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, board agencies or employees, such civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees) and Labor Code § 2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those for which a civil penalty is specifically provided), Plaintiff seeks recovery of all applicable civil penalties, as follows:

- a. As applicable, for civil penalties under Labor Code § 2699(f), for all violations of the Labor Code except for those for which a civil penalty is specifically provided, in the amount of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation; and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent

- violation;
- b. As applicable, civil penalties under Labor Code § 558 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for violations of Labor Code §§ 500-556, in the amount of \$50 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid, and \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid;
- c. As applicable, for civil penalties under Labor Code § 1197.1 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for violations of Labor Code § 1197, in the amount of \$100 for each underpaid aggrieved employee for each pay period the aggrieved employee was intentionally underpaid, and \$250 for each subsequent violation for each underpaid aggrieved employee regardless of whether the initial violation was intentionally committed;
- d. As applicable, for civil penalties under Labor Code § 210 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each employee who is/was not paid wages in accordance with Labor Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5 and 1197.5) in the amount of a civil penalty of \$100 for each aggrieved employee per pay period for each initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;
- e. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each violation of Labor Code § 226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation and \$1,000 for each aggrieved employee per pay period for each subsequent violation;
- f. As applicable, for any and all additional civil penalties and sums as provided by the Labor Code and/or other relevant statutes.

1 91. In addition, Plaintiff seeks and is entitled to seventy-five percent (75%) of all
2 penalties obtained under Labor Code § 2699 to be allocated to the LWDA, for education of
3 employers and employees about their rights and responsibilities under the Labor Code, and twenty-
4 five percent (25%) to be distributed to Plaintiff and all other aggrieved employees.

5 92. Further, Plaintiff is entitled to recover reasonable attorney's fees and costs pursuant
6 to Labor Code § 2699(g)(1) and any other applicable statute.

7 93. Labor Code § 2699.3(a) states in pertinent part: "A civil action by an aggrieved
8 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
9 listed in Section 2699.5 shall commence only after the following requirements have been met: (1)
10 (A) The aggrieved employee or representative shall give written notice by online filing with the
11 Labor and Workforce Development Agency and by certified mail to the employer of the specific
12 provisions of this code alleged to have been violated, including the facts and theories to support the
13 alleged violation."

14 94. Labor Code § 2699.3(a) further states in pertinent part: "(2)(A) The agency shall
15 notify the employer and the aggrieved employee or representative by certified mail that it does not
16 intend to investigate the alleged violation within 60 calendar days of the postmark date of the notice
17 received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65
18 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved
19 employee may commence a civil action pursuant to Section 2699."

20 95. Labor Code § 2699.3(c)(1) states in pertinent part: "A civil action by an aggrieved
21 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
22 other than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall
23 commence only after the following requirements have been met: (1) (A) The aggrieved employee or
24 representative shall give written notice by online filing with the Labor and Workforce Development
25 Agency and by certified mail to the employer of the specific provisions of this code alleged to have
26 been violated, including the facts and theories to support the alleged violation."

27 96. Labor Code § 2699.3(c) further states in pertinent part: "(2)(A) The employer may
28 cure the alleged violation within 33 calendar days of the postmark date of the notice. The employer

1 shall give written notice by certified mail within that period of time to the aggrieved employee or
2 representative and the agency if the alleged violation is cured, including a description of actions
3 taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not
4 cured within the 33-day period, the employee may commence a civil action pursuant to Section
5 2699.”

6 97. Here, Plaintiff’s civil action alleges violations of provisions listed in Labor Code §
7 2699.5 and violations of provisions other than those listed in Labor Code § 2699.5. As such, Labor
8 Code §§ 2699.3(a) and 2699.3(c) apply to this action.

9 98. On February 19, 2021, Plaintiff complied with Labor Code §§ 2699.3(a) and
10 2699.3(c) in that Plaintiff gave written notice by online filing with the LWDA and by certified mail
11 to Defendants of the specific provisions of the Labor Code alleged to have been violated, including
12 the facts and theories to support the alleged violations. Attached hereto as **Exhibit “1”** is Plaintiff’s
13 PAGA notice.

14 99. As of April 26, 2021 (65 calendar days after Plaintiff’s February 19, 2021 PAGA
15 notice was filed online), Plaintiff had not received any notification that the LWDA intended to
16 investigate the alleged violations. As such, Plaintiff has complied with Labor Code §2699.3(a) and
17 has been given authorization therefrom to commence a civil action which includes a cause of action
18 pursuant to Labor Code § 2699.

19 100. Further, as of March 24, 2021 (33 calendar days after Plaintiff’s February 19, 2021
20 PAGA notice was mailed to Defendants via certified mail), Plaintiff has not received from
21 Defendants written notice by certified mail that the alleged violations have been cured, including a
22 description of actions taken. As such, Plaintiff has complied with Labor Code § 2699.3(c) and has
23 been given authorization therefrom to commence a civil action which includes a cause of action
24 pursuant to Labor Code § 2699.

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VI.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays:

As to the First Cause of Action for Penalties Pursuant to Labor Code § 2699:

a. As applicable, for civil penalties pursuant to Labor Code § 2699(f), in addition to and entirely independent and apart from other penalties in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

b. As applicable, for civil penalties pursuant to Labor Code § 558, in addition to and entirely independent and apart from other penalties in the Labor Code, as follows:

i. For any initial violation, fifty dollars (\$50) for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

ii. For each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

c. As applicable, for civil penalties pursuant to Labor Code § 1197.1, in addition to and entirely independent and apart from other penalties in the Labor Code, as follows:

i. For any initial violation that is intentionally committed, \$100 for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

ii. For each subsequent violation, regardless of whether the initial violation is intentionally committed, \$250 for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

d. As applicable, for civil penalties pursuant to Labor Code § 210, in addition to and entirely independent and apart from other penalties in the Labor Code, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

e. As applicable, for civil penalties pursuant to Labor Code § 226.3, in addition to and entirely independent and apart from other penalties in the Labor Code, in the amount of \$250 for

1 each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved
2 employee per pay period for each subsequent violation;

3 f. As applicable, for reasonable attorneys' fees and costs incurred pursuant to Labor
4 Code § 2699(g)(1) and any other applicable statute; and

5 g. For such relief as this Court may deem just and proper.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff hereby requests a jury trial on the claims so triable.

8
9 DATED: April 27, 2021

SANSANOWICZ LAW GROUP, P.C.

10 

11 _____
12 Leonard H. Sansanowicz, Esq.
13 Attorneys for Plaintiff Zaven Ohanian,
14 on behalf of the State of California and
15 all aggrieved employees
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Exhibit 1



SANSANOWICZ

LAW GROUP, P.C.

1635 Pontius Ave, Second Floor | Los Angeles, CA 90025

Tel: (323) 677-0200 x 108 | Fax: (323) 549-0101 | leonard@law-slg.com

February 19, 2021

VIA ELECTRONIC MAIL TO LABOR AND WORKFORCE DEVELOPMENT AGENCY

PAGA Administrator
California Labor and Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: Community Hospitals of Central California dba Community Medical Centers, Community Regional Medical Center, and Fresno Heart & Surgical Hospital; Community Health System, LLC; and Fresno Community Hospital and Medical Center (hereafter, the "Employers")

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE §2699.3

To: PAGA Administrator, California Labor & Workforce Development Agency, and Employers

From: Zaven A. Ohanian (the "Employee"), who was subjected to the Labor Code violations set forth below

The Employee, through his counsel, submits this Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a)/(c), and alleges the facts and theories to support the below alleged violations. During the applicable period, the Employers employed the Employee and other similarly aggrieved employees, and utilized consistent policies and procedures regarding the Employee and all such other similarly aggrieved employees, as follows:

First, the Employers required the Employee and all other similarly aggrieved employees to remain "on call" for shifts yet did not pay the Employee and all other similarly aggrieved employees at least minimum wage for all hours they were on call and therefore subject to the Employers' control. Moreover, because the Employers required the Employee and all other similarly aggrieved employees to work more than 12 hours in a day and/or more than 40 hours in a week, the Employer has violated Labor Code sections 510, 1194, 1197 and 1198 and the applicable Industrial Wage Order, and owes penalties pursuant to Labor Code section 2699(f), 1197.1, and/or 558.

Second, the Employee and all other similarly aggrieved employees performed work for the Employers while clocked out. At the beginning of their shifts, the Employee and all other similarly aggrieved employees were required by the Employers to go through COVID-19 checks before they had clocked in. As such, the Employers failed to pay all straight time wages, minimum wage, and overtime premium wages due to the Employee and all other similarly aggrieved employees for the time the Employee and all other similarly aggrieved employees were subject, as stated, to the Employer's control, in violation of Labor Code sections 510, 1194, 1197 and 1198 and the applicable Industrial Wage Order, and owe penalties pursuant to Labor Code sections 2699(f), 1197.1, and/or 558.

Third, the Employers utilized a time rounding policy that ignored the Employee's and other similarly aggrieved employees' actual time punches and instead rounded their time. This policy (combined with the fact that the aggrieved employees often arrived early and/or worked late) resulted in a disproportionate impact which does not average out over a period of time and as such is not fair and neutral on its face and used in such a manner that it will not result over a period of time in failure to compensate for all time actually worked. Accordingly, the Employers violated Labor Code sections 204, 510, 1194, 1197, 1198 and the applicable Industrial Wage Order, and owe penalties pursuant to Labor Code sections 2699(f), 1197.1, and/or 558.

Fourth, the Employers failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and all other similarly aggrieved employees. The Employee and all other similarly aggrieved employees routinely worked over five hours but did not always get full thirty-minute uninterrupted meal breaks within the first five hours of their shift. Further, they sometimes worked over ten hours but were not timely provided a legally compliant second meal break, or sometimes worked over fifteen hours were not timely provided a legally compliant third meal break (or second meal break, if the aggrieved employees had waived their second meal break due after ten hours). The Employer did not always pay a meal period penalty for these violations. As such, the Employer violated Labor Code sections 226.7, 512 and 516 and the applicable Industrial Wage Order, ¶11, and owes penalties pursuant to Labor Code §§2699(f) and/or 558.

Fifth, the Employers failed to always authorize and permit paid rest breaks to the Employee and all other similarly aggrieved employees. The Employee and all other similarly aggrieved employees did not always get full ten-minute uninterrupted rest breaks within the first four hours of their shift or major fraction thereof, and each subsequent four hours worked thereafter or major fraction thereof. As such, the Employee and all other similarly aggrieved employees were not always authorized and permitted legally compliant rest breaks. The Employers did not pay a rest period penalty for any of these violations. As such, the Employer violated Labor Code sections 226.7 and 516, and the applicable Industrial Wage Order, ¶12(A)/(B), and owes rest period wages and penalties pursuant to Labor Code sections 2699(f) and/or 558.

Sixth, the Employee and all other similarly aggrieved employees incurred mobile device-related expenses while performing reasonable and necessary work-related duties, including but not limited to having to be available for contact during on-call time and having to use their phones for a COVID-19 sign-in application. However, the Employer failed to reimburse for these mobile device-related expenses. See *Cochran v. Schwan's Home Serv., Inc.* (2014) 228 Cal.App.4th 1137. As such, the Employers violated Labor Code section 2802 by failing to reimburse the Employee and all other similarly aggrieved employees for all mobile device-related expenses reasonably incurred in the course of their required work duties and owe penalties pursuant to Labor Code section 2699(f).

Seventh, regarding wage statements, pursuant to Labor Code section 226(a) and the applicable Industrial Wage Order, the Employers are required to include certain information on an employee's wage statement. Here, because of the Employers' illegal wage and hour policies as set forth above, all wages earned were not reflected on the wage statements provided by the Employers to the Employee and all other similarly aggrieved employees, and the Employers issued improper wage statements. As such, the Employers derivatively violated Labor Code section 226, and owe penalties pursuant to Labor Code sections 2699(f) and/or 226.3.

Eighth, also regarding wage statements, and in addition to the above alleged derivative violations, as stated, pursuant to Labor Code section 226(a) and the applicable Industrial Wage Order the Employers are required to include certain information on an employee's wage statement. Here, the Employers issued improper wage statements to the Employee and all other similarly aggrieved employees because the Employers' wage statements did not always contain all requisite information, including but not limited to the name and address of the legal entity that is the employer. As such, the Employers independently violated Labor Code section 226(a), and owe penalties pursuant to Labor Code sections 2699(f) and/or 226.3.

Ninth, regarding waiting time penalties, pursuant to Labor Code section 203, the aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employers' failure to pay all wages due upon separation of employment. Here, because of the Employers' illegal wage and hour policies as set forth above, the Employers derivatively violated Labor Code sections 201-202 and owe penalties pursuant to Labor Code sections 2699(f).

Pursuant to Labor Code section 2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, pursuant to Labor Code section 2699.3(c)(2)(A), the Employers may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Employee's grievances and proposed remedies, pursuant to the Labor Code, PAGA and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employers. The Employee gives the Employers the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

We understand that if we do not receive a response within sixty-five (65) calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employers that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employers pursuant to Labor Code section 2699.

Thank you for your consideration.

Yours truly,



Leonard H. Sansanowicz

LS:cg

cc: (via Certified Mail):

- 7020 1810 0000 5881 8328, Community Hospitals of Central California, c/o Brianne L. Marriott, 789 Medical Center Drive East, Suite 101, Clovis, CA 93611
- 7020 1810 0000 5881 8335, Community Health System, LLC, c/o Scott B. Wells, 7370 North Palm Avenue, Suite 101, Fresno, CA 93711
- 7020 1810 0000 5881 8342, Fresno Community Hospital and Medical Center, c/o Brianne L. Marriott, 789 Medical Center Drive East, Suite 101, Clovis, CA 93611

Via U.S. postal mail:

- United Employees Law Group, c/o Walter L. Haines, 5500 Bolsa Avenue, Suite 201, Huntington Beach, CA 92649

SANSANOWICZ LAW GROUP
1635 PONTIUS AVENUE, SECOND FLOOR
LOS ANGELES, CALIFORNIA 90025

FIRST-CLASS



Community Hospitals of Central
California
c/o Brianne L. Marriott
789 Medical Center Dr. East, # 101
Clovis, CA 93611

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Community Hospitals of Central
California
c/o Brianne L. Marriott
789 Medical Center Dr. East, # 101
Clovis, CA 93611



9590 9402 6117 0209 0730 02

2. Article Number (Transit)

7020 1810 0000 5881 8328

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SANSANOWICZ LAW GROUP
1635 PONTIUS AVENUE, SECOND FLOOR
LOS ANGELES, CALIFORNIA 90025

FIRST-CLASS



02 1P
0001180557 FEB 19 2021
MAILED FROM ZIP CODE 90025
US POSTAGE
\$ 006.96⁰⁰

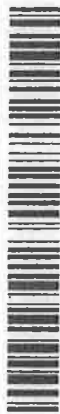
Fresno Community Hospital &
Medical Center
c/o Brienne L. Marriott
789 Medical Center Dr East, Ste 101
Clovis, CA 93611

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Fresno Community Hospital &
Medical Center
c/o Brienne L. Marriott
789 Medical Center Dr East, Ste 101
Clovis, CA 93611



9590 9402 6117 0209 0730 19

2. Article Number (Transfer from service label)

7020 1810 0000 5881 8342

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt