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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SACRAMENTO**

10
11 MICHAEL LOSPINOSO, on behalf of the
12 State of California, as a private attorney
general,

13
14 Plaintiff,

15 vs.

16 SUTTER VISITING NURSE
ASSOCIATION AND HOSPICE, a
17 Corporation; and DOES 1 through 50,
inclusive,

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19 Defendants.
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ELECTRONICALLY FILED

Superior Court of California
County of Sacramento

06/02/2026

By: A. Mocanu Deputy

Case No. 26CV013310

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a), 226.7,
246, 510, 512, 558(a)(1)(2), 1194, 1197,
1197.1, 1198, 1198.5, 2802, California
Code of Regulations, Title 8, Section
11040, Subdivision 5(A)-(B), and the
applicable Wage Order(s).

1 Plaintiff Michael Lospinoso ("PLAINTIFF"), on behalf of the people of the State of
2 California and as an "aggrieved employee" acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, ("PAGA") only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendant Sutter Visiting Nurse
8 Association and Hospice (referred to as "DEFENDANT") seeking only to recover PAGA civil
9 penalties on behalf of all current and former aggrieved employees that worked for
10 DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as**
11 **permitted by California Labor Code § 2699**. To the extent that statutory violations are
12 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
13 damages for those violations, but simply the civil penalties permitted by California Labor Code
14 § 2699.

15 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
16 for PAGA penalties *only*, which is the precise and sole nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT's violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
24 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

25 **THE PARTIES**

26
27 5. Sutter Visiting Nurse Association and Hospice ("DEFENDANT") is a corporation
28 that at all relevant times mentioned herein conducted and continues to conduct substantial

1 business in California.

2 6. DEFENDANT provides home health and hospice care services in California.

3 7. PLAINTIFF was employed by DEFENDANT in California from June 6, 2021 to
4 November 3, 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt
5 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
6 payment of minimum and overtime wages due for all time worked.

7 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
8 the requirements and exhaust the administrative procedures under the Private Attorney General
9 Act, brings this Representative Action on behalf of the State of California with respect to all
10 individuals who are or previously were employed by DEFENDANT in California, including any
11 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
12 (“AGGRIEVED EMPLOYEES”) during the time period of January 26, 2025 until a date as
13 determined by the Court (the "PAGA PERIOD").

14 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
15 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
16 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s
17 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512,
18 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title
19 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
20 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
21 within the meaning of Labor Code § 2699.

22 10. The true names and capacities, whether individual, corporate, subsidiary,
23 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
24 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
25 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
26 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
27 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
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1 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
2 50, inclusive, are responsible in some manner for one or more of the events and happenings
3 that proximately caused the injuries and damages hereinafter alleged.

4 11. The agents, servants and/or employees of the Defendants and each of them
5 acting on behalf of the Defendants acted within the course and scope of his, her or its
6 authority as the agent, servant and/or employee of the Defendants, and personally
7 participated in the conduct alleged herein on behalf of the Defendants with respect to the
8 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
9 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
10 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
11 conduct of the Defendants' agents, servants and/or employees.

12 13 THE CONDUCT

14 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
15 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
16 worked, meaning the time during which an employee is subject to the control of an
17 employer, including all the time the employee is suffered or permitted to work.
18 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
19 paying them for all the time they are under DEFENDANT's control. Among other things,
20 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
21 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
22 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
23 break. DEFENDANT, as a matter of established company policy and procedure,
24 administers a uniform practice of rounding the actual time worked and recorded by
25 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
26 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
27 EMPLOYEES are paid less than they would have been paid had they been paid for actual
28 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED

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

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

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

25 15. As a result of their rigorous work schedules, PLAINTIFF and the
26 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
27 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
28 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as

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

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

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

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

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

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

13 in [I]n addition to, and entirely independent and apart from, any other penalty provided
14 this article, every person who fails to pay the wages of each employee as provided in
15 Sections. . . .204. . . shall be subject to a civil penalty as follows: (1) For any initial
16 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

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

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

28 22. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt

1 employees be calculated by dividing the employee's total wages, not including overtime
2 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
3 days of employment.

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

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

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

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

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

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

12 **JURISDICTION AND VENUE**

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

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

21 **FIRST CAUSE OF ACTION**

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

23 **[Cal. Lab. Code §§ 2698]**

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

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

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

10 32. PLAINTIFF, and such persons that may be added from time to time who
11 satisfy the requirements and exhaust the administrative procedures under the Private
12 Attorney General Act, brings this Representative Action on behalf of the State of California
13 with respect to all individuals who are or previously were employed by DEFENDANT in
14 California, including any employees staffed with DEFENDANT by a third party, and
15 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
16 period of January 26, 2025 until a date as determined by the Court (the "PAGA PERIOD").

17 33. On January 26, 2026, PLAINTIFF gave written notice by electronic mail to the
18 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
19 employer of the specific provisions of this code alleged to have been violated as required by
20 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference
21 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
22 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
23 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
24 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

25 34. The policies, acts and practices heretofore described were and are an unlawful
26 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
27 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
28 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,

1 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
2 required expenses, and (f) failed to provide wages when due, all in violation of the
3 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a),
4 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code
5 of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
6 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF
7 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private
8 Attorney General Act of 2004 as the representative of the State of California for the illegal
9 conduct perpetrated on other AGGRIEVED EMPLOYEES.

10
11 **PRAYER FOR RELIEF**

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

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

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

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

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

22 By: /s/ Norman Blumenthal
23 Norman B. Blumenthal
24 Kyle R. Nordrehaug
25 Nicholas J. De Blouw
26 *Attorneys for Plaintiff*

27
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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1004**

January 26, 2026
CA3816

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Sutter Visiting Nurse Association and
Online Filing Hospice
Certified Mail #9589071052703647148163
CSC - LAWYERS INCORPORATING
SERVICE
KOY SAECHAO
2710 GATEWAY OAKS DRIVE, Suite
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SACRAMENTO, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Michael Lospinoso (“Plaintiff”) and all other Aggrieved Employees of Sutter Visiting Nurse Association and Hospice (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Sutter Visiting Nurse Association and Hospice in California, including any employees staffed with Sutter Visiting Nurse Association and Hospice by a third party, and classified as non-exempt employees during the time period of January 26, 2025 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from June 6, 2021 to November 3, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum

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and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as a clinical art therapist from June 6, 2021 to November 3, 2025 working at 2800 L St. Sacramento, CA 95816. Plaintiff performed his job duties consisting of conducting intake phone calls where Plaintiff would gather biographical and psycho-social information to determine whether a child is a good fit for the bereavement program. Plaintiff ran a bereavement program for children who have been through traumatic life events helping them through the grieving process. These sessions would take place at Defendant's location or at schools. Plaintiff had to take detailed notes during the sessions and write up summaries afterwards. Plaintiff also had to clean up by himself after each session. For individual families that had family members in hospice, Plaintiff provided therapy services to those individual family members either at the facility or at their homes. Plaintiff also engaged in clinical supervision. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, Plaintiff was regularly unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. On top of Plaintiff's job duties related to running the program and conducting therapy sessions, Plaintiff was tasked with developing the projects the kids would do for each session. Creating and testing the effectiveness of each project took countless hours. There were many instances where Plaintiff worked through meal and rest breaks to ensure the projects he was creating would effectively help kids through the grieving process. These kids ranged from four years old to eighteen. A project that helps a four year old likely won't help an eighteen year old and vice versa. That's why Plaintiff spent so much time developing different projects for his sessions. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant did not pay Plaintiff any meal or rest break penalties. Attached as **Exhibit #1** is the true and correct copy of Plaintiff's wage statement for the pay period from October 26, 2025 to November 8, 2025 showing no rest break premiums paid and no meal break premiums paid by Defendant for the year to date of 2025.

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. While on a meal break, Plaintiff would routinely keep working on one of his several projects he was creating for his sessions. Prior to clocking in for work, Plaintiff would

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work on his summaries of his previous sessions, his various projects for those sessions, and prepare for hospice family visits. Further, Plaintiff would have to stay late after sessions were over to clean up after the kids. Plaintiff also finished his summaries of the sessions after his shifts were supposed to be over. However, Plaintiff was not compensated for any of this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Further, Defendant failed to include all non-discretionary incentive wages into Plaintiff's regular rate for purposes of calculating Plaintiff's sick pay during certain pay periods. For example, Defendant paid Plaintiff, including but not limited to an "Evening Shift" and "Retention Bonus" non-discretionary incentive wages during pay periods where Plaintiff also received sick pay. As a result, Defendant underpaid Plaintiff his wages during those pay periods. Plaintiff was underpaid earned wages as a result in violation of Cal. Lab. Code Sections 246, 510, and 512.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. Though Plaintiff used his car to travel to different schools for sessions with kids and to family's homes for therapy sessions, Plaintiff was not reimbursed for any incurred gas expenses.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor

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Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Finally, under 1198.5 of the California Labor Code Plaintiff has the right to inspect and receive copies of his personnel records relating to his performance and any grievances. Defendant is required to comply and respond within thirty (30) days of a written request for the employment file. Plaintiff sent via certified mail a written request for his employment file on December 19, 2025. Defendant has not complied. As a result, Plaintiff may now recover a penalty of seven hundred and fifty (\$750) from Defendant. A true and correct copy of the written request is attached hereto as **Exhibit #2**.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

EXHIBIT #1

VOID VOID VOID VOID VOID VOID

PAY Two Hundred Seventy Three and 60/100

Payment Amount
273.60

Void After 90 Days

NON - NEGOTIABLE

TO
THE
ORDER
OF

Michael Lospinoso



Sutter Visiting Nurse Association and Hospice 4830 Business Center Drive Fairfield, CA 94534
717 North Pleasant Avenue, 3
Lodi, CA 95240

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Michael Lospinoso	Sutter Visiting Nurse Association and Hospice	[REDACTED]	10/26/2025	11/08/2025	11/04/2025	

	Hours Worked	Gross Pay	Pre Tax Deductions	Employee Taxes	Post Tax Deductions	Net Pay
Current	0.00	460.08	27.61	158.87	0.00	273.60
YTD	240.50	16,412.55	1,266.53	2,003.61	107.90	13,034.51

Earnings						Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD	Description	Amount	YTD
Base Pay			0.00		10,557.60	OASDI	28.52	990.41
ESL			0.00		2,766.45	Medicare	6.67	231.63
Leave Tracking	10/26/2025 - 11/03/2025	24	0.00	0.00	0.00	Federal Withholding	95.14	504.80
Overtime - Straight Rate			0.00		22.00	State Tax - CA	28.54	90.60
Overtime Premium			0.00		11.00	CA SDI - CASDI	0.00	186.17
PTO Call Off			0.00		703.84			
PTO Continucus Leave			0.00		1,891.58			
PTO Pay Off (Term-Supp Tax)	10/26/2025 - 11/03/2025	10.15399	45.31	460.08	460.08			
Earnings				460.08	16,412.55	Employee Taxes	158.87	2,003.61

Pre Tax Deductions			Post Tax Deductions		
Description	Amount	YTD	Description	Amount	YTD
403B EE Pre Tax	27.61	828.38	NUHW Dues		107.90
Dental Employee		300.60			
Vision Insurance		137.55			
Pre Tax Deductions	27.61	1,266.53	Post Tax Deductions	0.00	107.90

Employer Paid Benefits			Taxable Wages		
Description	Amount	YTD	Description	Amount	YTD
Basic AD&D ER	0.56	6.71	OASDI - Taxable Wages	460.08	15,974.40
Basic LTD Employer	17.40	208.24	Medicare - Taxable Wages	460.08	15,974.40
Basic Life ER	3.42	41.03	Federal Withholding - Taxable Wages	432.47	15,146.02
Dental Employer		1,202.19	State Tax Taxable Wages - CA	432.47	15,146.02
EAP ER Paid	8.00	104.00			
Medical Employer	2,264.40	27,172.80			
Vision Employer		98.80			
Employer Paid Benefits	2293.78	28833.77			

	Federal	State
Marital Status	[REDACTED]	[REDACTED]
Allowances	[REDACTED]	[REDACTED]
Additional Withholding	[REDACTED]	[REDACTED]

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
Bank of America	Bank of America	[REDACTED]	273.60	USD

EXHIBIT NO. 2

FACSIMILE
(858) 551-1232

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2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com

TELEPHONE
(877) 852-3912

WRITERS E-MAIL: Nick@bamlawca.com

WRITERS EXT: 5

December 19, 2025

CA3816

VIA CERTIFIED MAIL

Sutter Visiting Nurse Association and Hospice
2200 River Plaza Drive 3rd Floor
Sacramento, CA 95833
Certified Mail #9589 0710 5270 2856 2152 91

Re: Employee Michael Lospinoso – Request for Employment Records

Dear Human Resource Director:

Please be advised we have been retained by Michael Lospinoso to investigate employment law violations. Mr. Lospinoso worked for your company in California. Please direct all future communication regarding this matter to our office.

This letter is written to request copies of all paystubs issued to Mr. Lospinoso during his tenure of employment with you. Additionally, we would like a copy of Mr. Lospinoso's complete employment file, including all documents and arbitration agreements signed by Mr. Lospinoso and all background check disclosure and authorization forms.

Under California Labor Code Section 1198.5, an employer is required to allow an employee to inspect and receive a copy of his or her personnel records which relate to the employee's performance or to any grievance concerning the employee. The failure of an employer to permit an employee to review his or her personnel file is a misdemeanor per Labor Code Section 1199. Labor Code Section 432 also entitles an employee to receive copies of any signed documents related to the obtaining or holding of employment.

Additionally, California Labor Code Section 226(b) requires employers to make payroll records available to employees upon reasonable request. Labor Code Section 226(c) further requires that the employer comply with the request for records as soon as practicable, but no later than thirty (30) calendar days from the date of request. Finally, Labor Code Section 226(f) entitles employees to recover civil penalties of \$750.00 against an employer who violates these requirements.

This request is made on behalf of Michael Lospinoso in accordance with California Labor Code §§ 226, 1198.5, as well as the applicable Industrial Welfare Commission Wage Order, § 7(c). Please provide the records within thirty (30) days from the date of this correspondence. We would be pleased to pay for any reasonable copy charges.

Respectfully,

/s/ Nicholas De Blouw

Nicholas J. De Blouw, Esq

AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS

I, michael lospinoso ("Client"), do hereby authorize Sutter Visiting Nurse Association & Hospice ("Employer"), to release my entire employment file, including all pay statements, time cards issued to me, arbitration agreements signed by me, background check disclosure and authorization forms signed by me, and all other documents signed by me from the date of my hire, to my attorneys at Blumenthal, Nordrehaug, Bhowmik & De Blouw LLP located at 2255 Calle Clara, La Jolla, California 92037. Thank you.

Respectfully,

m

michael lospinoso (Oct 29, 2025 14:58:42 PDT)

Client