

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

Jeffrey S. Herman (State Bar #280058)

jeffrey@bamlawca.com

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Assigned for All Purposes:

Judge David A. Hoffer

Dept. CX103

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

ANDY DUARTE, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

HOAG MEMORIAL HOSPITAL
PRESBYTERIAN, a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2026-01576648-CU-OE-CXC

REPRESENTATIVE ACTION
COMPLAINT FOR:

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

1 Plaintiff Andy Duarte (“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 Hoag Memorial Hospital
8 Presbyterian (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties on
9 behalf of all current and former aggrieved employees that worked for DEFENDANT.
10 PLAINTIFF does **not seek to recover anything other than penalties as permitted by**
11 **California Labor Code § 2699**. To the extent that statutory violations are mentioned for wage
12 violations, PLAINTIFF does not seek underlying general and/or special damages for those
13 violations, but simply the civil penalties permitted by California Labor Code § 2699.

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

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

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

24 **THE PARTIES**

25 5. Hoag Memorial Hospital Presbyterian (“DEFENDANT”) is a corporation that at
26 all relevant times mentioned herein conducted and continues to conduct substantial business in
27 California.
28

1 6. DEFENDANT is a nonprofit regional health care delivery network in Orange
2 County, California, consisting of two acute-care hospitals.

3 7. PLAINTIFF is currently employed by DEFENDANT in California. PLAINTIFF's
4 employment with DEFENDANT started in April of 2020. PLAINTIFF has been at all times
5 classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled
6 to the legally required meal and rest periods and payment of minimum and overtime wages due
7 for all time worked.

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

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

23 10. The true names and capacities, whether individual, corporate, subsidiary,
24 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
25 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
26 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
27 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
28 they are ascertained. PLAINTIFF is informed and believes, and based upon that information

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
28

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 11 **JURISDICTION AND VENUE**

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

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

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

27 27. PAGA is a mechanism by which the State of California itself can enforce state
28 labor laws through the employee suing under the PAGA who do so as the proxy or agent of

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

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

16 29. On March 12, 2026, PLAINTIFF gave written notice by electronic mail to the
17 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
18 employer of the specific provisions of this code alleged to have been violated as required by
19 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
20 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
21 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
22 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
23 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

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

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

8
9 **PRAYER FOR RELIEF**

10 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
11 severally, as follows:

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

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

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

18 Dated: June 9, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
19

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

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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

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange

Phone: (858) 551-1223

Fax: (858) 551-1232

**WRITERS E-MAIL:
nick@bamlawca.com**

**WRITERS EXT:
1004**

March 12, 2026
CA3829

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

HOAG MEMORIAL HOSPITAL
PRESBYTERIAN
Certified Mail #9589071052703647148835
Eric Cheung
LEGAL DEPARTMENT
ONE HOAG DRIVE
NEWPORT BEACH, CA 92663

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226(a)(2), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 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 Andy Duarte ("Plaintiff") and all other Aggrieved Employees of Hoag Memorial Hospital Presbyterian ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Defendant in California, including any employees staffed with Defendant by a third party, and classified as non-exempt employees during the time period of March 12, 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 has been employed by Defendant in California since April of 2020. Plaintiff has been 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 fails to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages 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.

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Web Site: www.bamlawca.com

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Fax: (858) 551-1232

Specifically, Plaintiff has been employed by Defendant as a service desk analyst III since April of 2020 working at One Hoag Drive Newport Beach, CA 92663. Plaintiff's job duties consist of ensuring the various medical applications and computer programs used by the hospital are operating properly, working on tickets that came in to Plaintiff requesting fixes to applications or computers, setting up the schedule for other IT support employees, and attending meetings with hospital employees and IT support staff. As a result of Plaintiff's job duties on a day to day basis, numerous California Labor Codes were violated during the PAGA Period.

First, during the PAGA Period, Plaintiff was from time to time unable to take rest breaks. Further, his meal breaks have been interrupted and untimely in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Some of the work tickets that come in to Plaintiff are re considered "critical" meaning they must be completed immediately. Due to the complexity of fixes required by critical tickets, there have been some instances where working on a critical ticket forced Plaintiff to take his meal and rest breaks late. Even though Defendant knew of Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose not to pay the proper penalties to Plaintiff. 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 are also times when Plaintiff, while clocked out for a meal break, continues with his job duties mentioned above. Every now and then, Plaintiff would clock out for his meal break and continue working on tickets that came in to him because they needed to be completed in a timely manner. From time to time, Plaintiff also performs work prior to clocking into Defendant's timekeeping system. This work consists of replying to emails and messages missed from the previous day, checking tickets that are pending, and tickets that came in that morning. However, Plaintiff is not compensated for 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 fails to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Additionally, Plaintiff alleges that Defendant fails 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 are 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. Further, Defendant violated Cal. Lab. Code 226(a)(2) as Defendant

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paid Plaintiff “Retroactive Pay” wage payments but failed to list the total hours worked and rate at which the “Retroactive Pay” wage payments were earned in violation of Cal. Lab. Code Section 226(a)(2). 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).

Finally, Defendant fails to include all non-discretionary incentive wages into Plaintiff’s regular rate for purposes of calculating Plaintiff’s correct overtime, meal and rest break premium pay, and sick pay during certain pay periods. Plaintiff’s pay stubs reveal that Defendant paid Plaintiff non-discretionary incentive wages, including but not limited to, “Stand By - Uncontrolled” “Call Back Shift 1” and “Stipend” during the PAGA Period and during pay periods where Plaintiff also worked overtime and/or was paid sick pay/PTO wages. However, Defendant failed to calculate these wages into Plaintiff’s regular rate and 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.

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 of 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

Employee Name	Employee Number	Payroll
Andy Duarte		US Bi-Weekly
Period Start Date	Period End Date	Payment Date
10/26/2025	11/08/2025	11/13/2025
Hire Date	Job Title	Tax Reporting Unit Name
03/23/2020	Service Desk Analyst III	Hoag Memorial Hospital Presbyterian
Employee Address	Tax Reporting Unit Address	
	One Hoag Drive	
	Newport Beach, CA 92663	

Summary		
Description	Current	Year to Date
Gross Earnings	3,299.31	73,917.74
Imputed Earnings	8.24	183.31
Other Pay	10.00	0.00
Pretax Deductions	436.45	9,880.10
Tax Deductions	700.29	13,481.11
Other Deductions	26.75	615.25
Net Pay	2,137.58	49,867.65
Net Wages	2,119.34	49,514.34

Earnings						
Description	Start Date	End Date	Hours	Rate	Amount	YTD
OT Shift 1	10/26/2025	11/01/2025	0.20	40.40	8.08	271.95
OT Shift 1	11/02/2025	11/08/2025	0.20	40.40	8.08	271.95
OT Shift 2	10/26/2025	11/01/2025	0.03	42.93	1.29	1.29
Regular Shift 1	10/26/2025	11/01/2025	23.96	40.40	967.98	54,595.22
Regular Shift 1	11/02/2025	11/08/2025	39.85	40.40	1,609.94	54,595.22
Regular Shift 2	10/26/2025	11/01/2025	8.00	42.93	343.47	682.98
Stand By - Uncontrolled						5,673.82
Call Back Shift 1						1,772.60
Holiday Shift 1						773.96
Retroactive Pay						182.19
PTO Unscheduled Entitlement Payment						666.14
Paid Time Off Entitlement Payment						5,956.26
OT Shift 1 Premium	10/26/2025	11/01/2025	0.20	20.52	4.10	35.84
OT Shift 1 Premium	10/26/2025	11/01/2025	0.20	20.20	4.04	35.84
OT Shift 2 Premium	10/26/2025	11/01/2025	0.03	20.52	0.62	0.62
Paid Time Sick	10/26/2025	11/01/2025	8.00	42.93	343.47	1,806.71
Total Hours Worked			72.24			

Retro Payments					
Description	Start Date	End Date	Hours	Rate	Amount

Imputed Income		
Description	Current	Year to Date
Group Term Life	8.24	183.31

Other Pay		
Description	Current	Year to Date
Stipend	10.00	170.00

Pretax Deductions		
Description	Current	Year to Date
Employee Dental 100	21.38	491.74
Employee PPO	204.74	4709.02
Employee Vision	7.32	168.36
Medical Flexible Spending	38.46	884.58
Savings 401K Plan	164.55	3686.72

Tax Deductions		
Description	Current	Year to Date
FIT Withheld	305.48	5,390.64
Social Security Employee Withheld	187.70	4,195.17
Medicare Employee Withheld	43.90	981.13
SIT Withheld ()	125.00	2,060.16
SDI Employee Withheld ()	38.21	854.01

Other Deductions		
Description	Current	Year to Date
Employee AD and D	1.94	44.62
Employee Critical Illness - AT	3.28	75.44
Employee Supplemental Life	18.12	416.76
() AD and D	0.97	22.31
() Supplemental Life	2.44	56.12

Employer Matches		
Description	Current	Year to Date



STATEMENT OF EARNINGS AND DEDUCTIONS

Basic Life AD	2.18	48.97
Employer Dental 100	16.74	385.02
Employer PPO	685.43	15,764.89
Employer Paid LTD	5.04	113.40
Safe Harbor 401K Employer Match	98.73	2,212.05
Savings 401K Plan Employer Match	65.82	1,474.68

Accrual Name	Unit of Measure	Available Hours
Paid Time Off Accrual Hours	Hours	129.73

Net Pay Distribution					
Check/Deposit Number	Bank Name	Branch Name	Account Number	Currency	Payment Amount
				USD	2,137.58