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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

NINA COLEMAN, an individual, and on behalf of the State of California, as a private attorney general,

Plaintiff,

vs.

ASTRANA HEALTH MANAGEMENT, INC., a Corporation; and DOES 1 through 50, inclusive,

Defendant.

Case No. 26NNCV07927

COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code § 2699 for violations of Labor Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s); and,

2. Discrimination and Retaliation in Violation of FEHA;

DEMAND FOR A JURY TRIAL

Nina Coleman ("PLAINTIFF"), on behalf of the people of the State of California and as an "aggrieved employee" acting as a private attorney general under the Labor Code Private Attorney General Act of 2004, § 2699 ("PAGA") with regard to the First Cause of Action, and as an individual with regard to the Second Cause of Action, alleges on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

INTRODUCTION

1. PLAINTIFF brings the First Cause of Action against defendant Astrana Health Management, Inc. (referred to as "DEFENDANT") seeking only to recover PAGA civil penalties on behalf of all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as permitted by California Labor Code § 2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special damages for those violations, but simply the civil penalties permitted by California Labor Code § 2699.

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

3. Accordingly, as to the First Cause of Action, PLAINTIFF seeks to obtain all applicable relief for DEFENDANT's violations under PAGA and solely for the relief as permitted by PAGA – that is, penalties and any other relief the Court deems proper pursuant to the PAGA.

4. As to the First Cause of Action, PLAINTIFF is not suing in her individual capacity; she is proceeding herein solely under the PAGA, on behalf of the State of California for all aggrieved employees. With regard to the First Cause of Action, nothing in this complaint should be construed as PLAINTIFF suing in her individual capacity.

5. PLAINTIFF brings the Second Cause of Action individually against DEFENDANT for special damages, punitive damages, pre-judgment interest, costs and reasonable attorneys' fees as set forth below.

THE PARTIES

6. Astrana Health Management, Inc. ("DEFENDANT") is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

7. DEFENDANT is a healthcare management company that provides medical care services in California.

8. PLAINTIFF is currently employed by DEFENDANT in California. PLAINTIFF's employment with DEFENDANT started in January of 2023. 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.

9. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect 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 ("AGGRIEVED EMPLOYEES") during the time period of June 30, 2025 until a date as determined by the Court (the "PAGA PERIOD").

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

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

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

THE CONDUCT

13. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established company policy and procedure,

administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records.

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

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

meal and rest break premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

16. As a result of their rigorous work schedules, PLAINTIFF and the AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and the AGGRIEVED EMPLOYEES were required from time to time to perform work as ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in which these employees were required by DEFENDANT to work ten (10) hours of work. DEFENDANT also engaged in the practice of rounding the meal period times to avoid paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation and in accordance with DEFENDANT's corporate policy and practice.

17. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED EMPLOYEES were also required from time to time to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were also not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage Order requires employers to provide employees with off-duty rest periods, which the California Supreme Court defined as time during which an employee is relieved from all work related duties and free from employer control. In so doing, the Court held that the requirement under California law that employers authorize and permit all employees to take rest period means that employers must relieve employees of all duties and relinquish

control over how employees spend their time which includes control over the locations where employees may take their rest period. Employers cannot impose controls that prohibit an employee from taking a brief walk - five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from unconstrained walks and is unlawful based on DEFENDANT's rule which states PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during their rest period.

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

19. From time to time, DEFENDANT also failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of

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

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

> [I]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial 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.

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

22. DEFENDANT underpaid sick pay wages to PLAINTIFF and the AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt

employees earn non-discretionary remuneration, including, but not limited to, incentives, shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at their base rates of pay.

23. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt employees be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

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

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

26. In the course of their employment PLAINTIFF and the AGGRIEVED EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal cellular phones as a result of and in furtherance of their job duties as employees for DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost

associated with the use of their personal cellular phones for DEFENDANT's benefit. Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by DEFENDANT to use their personal cellular phones. As a result, in the course of their employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but were not limited to, costs related to the use of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

JURISDICTION AND VENUE

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

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

FIRST CAUSE OF ACTION

For Violation of the Private Attorneys General Act

[Cal. Lab. Code §§ 2698]

(By PLAINTIFF and Against All Defendants)

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

30. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to

create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

31. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect 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 ("AGGRIEVED EMPLOYEES") during the time period of June 30, 2025 until a date as determined by the Court (the "PAGA PERIOD").

32. On June 30, 2026, PLAINTIFF gave written notice by electronic mail to the Labor and Workforce Development Agency (the "Agency") and by certified mail to the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. *See* **Exhibit #1**, attached hereto and incorporated by this reference herein. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

33. The policies, acts and practices heretofore described were and are an unlawful business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages and sick pay wages, and (e) failed to reimburse employees for required expenses, all in violation of the applicable Labor Code sections listed in Labor Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s),

and thereby gives rise to civil penalties as a result of such conduct.[1] PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on other AGGRIEVED EMPLOYEES.

SECOND CAUSE OF ACTION

[Discrimination and Retaliation For the Exercise of Rights Guaranteed Under the FEHA, Participating in Protected Activities, and/or Opposing DEFENDANT's Failure to Provide Such Rights]

Violation of FEHA Government Section 12900, *et. seq.*

(By PLAINTIFF Against All Defendants)

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

35. During her employment, PLAINTIFF has been subjected to racial and gender discrimination. PLAINTIFF reported this discrimination to DEFENDANT's Human Resources department in or around March and April of 2026. PLAINTIFF reported to DEFENDANT her belief that PLAINTIFF's yearly review, which falsely did not meet expectations, was in retaliation by PLAINTIFF's manager for her reporting a hostile work environment and racial discrimination. Ultimately, DEFENDANT's Director of Human Resources (Karle Figueroa) closed the file by stating "the company has addressed the situation in a manner deemed appropriate and consistent with company policies and practices." DEFENDANT provided no other information to PLAINTIFF. PLAINTIFF was not provided with a meaningful avenue to report or challenge this conduct, as Human Resources was itself responsible for implementing these decisions. PLAINTIFF reported to HR on May 1, 2026, that as a Black woman, she did not feel safe or valued at DEFENDANT's place of employment. As a result of PLAINTIFF's reporting of racial and

[1] As to the First Cause of Action alleging violations of the PAGA, Plaintiff specifically excludes and/or does not allege any claims under California Labor Code §558(a)(3).

gender discrimination, and subsequent reporting of retaliation, DEFENDANT has denied PLAINTIFF equal employment opportunities, including but not limited to compensation, advancement, and other terms, conditions, and privileges of employment. PLAINTIFF has been subjected to differential treatment and adverse employment actions following her reporting of the racial and gender discrimination along with the hostile work environment she was experiencing and described herein.

36. Within the State of California there exists a substantial and fundamental public policy, set forth in the California Government Code §12900, which forbids discrimination based on one's race and/or gender. This public policy of the state is one that benefits the public at large and guarantees the rights of an employee to be free from racial and gender discrimination and free from harassment, discrimination and retaliation.

37. The motivating reason(s) for DEFENDANT's adverse actions harming PLAINTIFF's employment were based on PLAINTIFF's claims of discrimination based on her race and/or gender.

38. As a result of DEFENDANT's actions, PLAINTIFF has suffered substantial losses in earnings and employment benefits and emotional distress in an amount to be determined according to proof at trial.

39. In doing the acts herein alleged, DEFENDANT acted with malice and oppression, and with a conscious disregard of PLAINTIFF's rights, and PLAINTIFF is entitled to exemplary and punitive damages from DEFENDANT in an amount to be determined to punish DEFENDANT and to deter such wrongful conduct in the future. Prior to filing this action PLAINTIFF exhausted her administrative remedies by filing a timely administrative complaint with the Civil Rights Department ("CRD") on June 16, 2026.

40. DEFENDANT's conduct, as alleged, violated FEHA, Government Code Section 12900, and DEFENDANT committed unlawful employment practices, including the following bases for liability:

a. Taking adverse employment actions against PLAINTIFF, including discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or

otherwise discriminating against PLAINTIFF, in whole or in part on the basis of PLAINTIFF's race and/or gender in violation of Government Code Section 12940(a);

b. Harassing PLAINTIFF and/or creating a hostile work environment, in whole or in part on the basis of PLAINTIFF's race and/or gender ;

c. Failing to take all reasonable steps to prevent discrimination and harassment based on her race and/or gender in violation of Government Code section 12940(k);

d. Retaliating against PLAINTIFF for seeking to exercise rights guaranteed under FEHA, participating in protected activities, and/or opposing DEFENDANT's failure to provide such rights, in violation of Government Code Section 12940(h).

41. As a proximate result of DEFENDANT's willful, knowing, and intentional discrimination against PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial losses of earnings and other employment benefits.

42. As a proximate result of DEFENDANT's willful, knowing, and intentional discrimination against PLAINTIFF, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to PLAINTIFF's damage in a sum according to proof.

43. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Government Code Section 12965(b), PLAINTIFF is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

44. DEFENDANT's misconduct was committed intentionally, in a malicious, oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages against DEFENDANT.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly

and severally, as follows:

1. For the First Cause of Action on behalf of the State of California and with respect to other AGGRIEVED EMPLOYEES:

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

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

2. For the Second Cause of Action on behalf of PLAINTIFF Individually:

A) For all special damages which were sustained as a result of DEFENDANT's conduct, including, but not limited to, back pay, front pay, lost compensation and job benefits that PLAINTIFF would have received but for the retaliatory practices of DEFENDANT;

B) For all exemplary damages, according to proof, which were sustained as a result of DEFENDANT's conduct;

C) An award of interest, including prejudgment interest at the legal rate;

D) Such other and further relief as the Court deems just and equitable; and,

E) An award of penalties, attorneys' fees and cost of suit.

Dated: October 2, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas De Blouw
Kyle R. Nordrehaug
Nicholas J. De Blouw

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Attorneys for Plaintiff

DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: October 2, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas De Blouw
Kyle R. Nordrehaug
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EXHIBIT 1

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June 30, 2026
CA3944

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

ASTRANA HEALTH MANAGEMENT, INC.

Cogency Global, Inc.
1325 J. Street, Suite 1550
Sacramento, CA 95814

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 246, 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) 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 Nina Coleman ("Plaintiff") and all other Aggrieved Employees of Astrana Health Management, Inc. ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Astrana Health Management, Inc. in California, including any employees staffed with Astrana Health Management, Inc. by a third party, and classified as non-exempt employees during the time period of June 30, 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 January of 2023. Plaintiff is classified by Defendant as a non-exempt, hourly paid employee.

During the PAGA Period, Defendant has failed to pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their non-compliant meal and rest breaks, for all of their time spent working off the clock, and for unreimbursed business-related expenses.

Plaintiff is employed by Defendant as a Credentialing Specialist and works remotely at her residence in Burbank. In her role as a Credentialing Specialist, Plaintiff investigates medical professionals, such as doctors and nurses, before they join

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Defendant's independent professional associations. During the PAGA Period Defendant has violated numerous California Labor Codes.

For example, Plaintiff has not been reimbursed for business related expenses she has incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. Specifically, Plaintiff uses her personal cell phone and home Internet to assist in her investigations of medical professionals, such as verifying whether doctors are board certified or graduated from a particular university. Plaintiff also uses her home electricity throughout the day for work-related purposes and has incurred costs associated with her home office, such as the purchase of a desk and video monitor. Defendant pays Plaintiff a Work From Home Reimbursement of $10 per pay period which is insufficient to cover the business related expenses she has incurred and continues to incur.

In addition, during the PAGA Period, Plaintiff has experienced non-complaint meal and rest breaks in violation of Cal. Labor Codes Section 226.7, 512 & 1198. For example, Plaintiff's meal breaks are sometimes taken after the 5th hour of her shift because of various work-related issues, such as being called into meetings, co-workers asking for assistance or phone calls related to verifying credentials lasting longer than expected. Plaintiff's meal breaks are also interrupted from time to time when, for example, her manager contacts her on Microsoft Teams regarding "urgent" matters that need to be worked on after her meal period is over. Due to heavy work volume, on occasion Plaintiff also misses her meal breaks entirely. It is Plaintiff's understanding that Defendant sometimes adjusts her time records to reflect no meal period violations on days when a violation did in fact occur. Plaintiff's rest breaks are similarly late, interrupted or missed entirely for generally the same reasons as non-compliant meal breaks. For example, Plaintiff sometimes receives Microsoft Teams messages while attempting to enjoy an uninterrupted and duty free rest break. Plaintiff's wage statements indicate she does not receive the meal and rest break penalty payments she's entitled to for the above-referenced violations.

Further, there are some instances where Plaintiff has continued working while off the clock. For example, as set forth above, during meal breaks and while clocked out, Plaintiff is sometimes contacted by her supervisor who explains the nature of "urgent" matters that need to be attended to after her meal break is over, even though the explanation itself is clearly work-related and results in off the clock work. Moreover, Plaintiff has been contacted by her manager after work hours for the purpose of requesting that Plaintiff work on certain projects at nighttime. Even though much of the resulting work is done on the clock, the explanation of the project itself is done off the clock, and has taken 10-15 minutes. These actions above result in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1,

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& 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 her, 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 do not. Defendant knowingly and intentionally fails to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a). For example, as alleged above, there are some instances where Plaintiff has continued to work while off the clock. This time, however, has not been recorded on Plaintiff's wage statements and is therefore not included as to total hours worked.

During the PAGA Period Defendant also fails to include all non-discretionary incentive based wages into the regular rate for purposes of calculating Plaintiff's correct overtime and sick pay rate during certain pay periods resulting in violations of Labor Code Sections 246 and 510. For example, during the pay period October 5, 2025 through October 18, 2025, Plaintiff worked overtime and received nondiscretionary performance-based bonuses in the form of a $600 "**Bonus**" as well as a $500 "**Spot Bonus**". These bonuses, however, were not factored into Plaintiff's regular rate resulting in an underpayment of overtime and sick pay payments during that pay period.

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/ *Ricardo Ehmann*
Ricardo R. Ehmann, Esq.

EXHIBIT 1

CO.	FILE	DEPT.	CLOCK	VCHR. NO.	070
KZX	003904	000436		0000430827	1

Earnings Statement

ASTRANA HEALTH MANAGEMENT, INC
1668 S. GARFIELD AVE, 2ND FLOOR
ALHAMBRA, CA 91801

Period Beginning: 10/05/2025
Period Ending: 10/18/2025
Pay Date: 10/24/2025

NINA Y. COLEMAN
[redacted]

Filing Status: [redacted]
Exemptions/Allowances:
Federal: Standard Withholding Table

Social Security Number: [redacted]

Earnings	rate	hours	this period	year to date
Regular	25.0800	40.00	1,003.20	38,543.05
Overtime	37.6200	12.55	472.13	14,690.73
P.T.O.	25.0800	40.00	1,003.20	2,717.76
Sick	25.0800	8.00	200.64	785.28
WFH REIMB			10.00	220.00
Bonus				7,180.00
Float Hol				192.00
Holiday				1,570.56
Spot Bonus				500.00
	Gross Pay		**$2,689.17**	66,399.38

Deductions	Statutory		
	Federal Income Tax	-234.98	7,016.62
	Social Security Tax	-162.12	4,015.67
	Medicare Tax	-37.92	939.15
	CA State Income Tax	-103.07	3,041.14
	CA SDI Tax	-32.23	796.01
	Other		
	Ee Supp Life	-3.00	66.00
	Garnishment	-168.06	3,697.32
	Hsa Checking	-71.15	
	Hsa Ee	-25.00*	550.00
	Med 125M	-49.31*	1,080.47
	401K	-80.68*	1,576.35
	Adjustment		
	Hso	+71.15	

Net Pay	**$1,792.80**
Checking 1	-1,792.80
Net Check	**$0.00**

*** Excluded from federal taxable wages**

Your federal taxable wages this period are $2,534.18

Other Benefits and Information	this period	total to date
Floating Holida	16.00	
P.T.O	87.98	
Sick	16.00	
Totl Hrs Worked	52.55	

Important Notes

COMPANY PH#:+1 626 282 0288

BASIS OF PAY: HOURLY

Additional Tax Withholding Information

Taxable Marital Status:
CA: [redacted]
Exemptions/Allowances:
CA: [redacted]

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ASTRANA HEALTH MANAGEMENT, INC
1668 S. GARFIELD AVE, 2ND FLOOR
ALHAMBRA, CA 91801

Advice number: 00000430827
Pay date: 10/24/2025

Deposited to the account of	account number	transit ABA	amount
NINA Y. COLEMAN	[redacted]	xxxx xxxx	$1,792.80
		xxxx xxxx	$71.15

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO.	FILE	DEPT.	CLOCK	VCHR. NO.	070
KZX	003904	000436		0000430828	2

Earnings Statement

ADP

ASTRANA HEALTH MANAGEMENT, INC
1668 S. GARFIELD AVE, 2ND FLOOR
ALHAMBRA, CA 91801

Period Beginning: 10/05/2025
Period Ending: 10/18/2025
Pay Date: 10/24/2025

NINA Y. COLEMAN
[redacted]

Filing Status: [redacted]
Exemptions/Allowances:
Federal: Standard Withholding Table

Social Security Number: [redacted]

Earnings	rate	hours	this period	year to date
Spot Bonus			500.00	1,000.00
Regular				38,543.05
Overtime				14,690.73
Bonus				7,180.00
Float Hol				192.00
Holiday				1,570.56
P.T.O.				2,717.76
Sick				785.28
WFH REIMB				220.00
Gross Pay			**$500.00**	66,899.38

Deductions	Statutory		
	Federal Income Tax	-106.70	7,123.32
	Social Security Tax	-31.00	4,046.67
	Medicare Tax	-7.25	946.40
	CA State Income Tax	-49.62	3,090.76
	CA SDI Tax	-6.00	802.01
	Other		
	401K	-15.00*	1,591.35
	Ee Supp Life		66.00
	Garnishment		3,697.32
	Hsa Ee		550.00
	Med 125M		1,080.47
	Net Pay	**$284.43**	
	Checking 1	-284.43	
	Net Check	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $485.00

Important Notes

COMPANY PH#:+1 626 282 0288

BASIS OF PAY: HOURLY

Additional Tax Withholding Information

Taxable Marital Status:
CA: [redacted]
Exemptions/Allowances:
CA: [redacted]

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ASTRANA HEALTH MANAGEMENT, INC
1668 S. GARFIELD AVE, 2ND FLOOR
ALHAMBRA, CA 91801

Advice number: **00000430828**
Pay date: 10/24/2025

Deposited to the account of	account number	transit ABA	amount
NINA Y. COLEMAN	[redacted]	xxxx xxxx	$284.43

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO.	FILE	DEPT.	CLOCK	VCHR. NO.	070
KZX	003904	000436		0000430829	3

Earnings Statement

ASTRANA HEALTH MANAGEMENT, INC
1668 S. GARFIELD AVE, 2ND FLOOR
ALHAMBRA, CA 91801

Period Beginning: 10/05/2025
Period Ending: 10/18/2025
Pay Date: 10/24/2025

NINA Y. COLEMAN
[redacted]

Filing Status: [redacted]
Exemptions/Allowances:
Federal: Standard Withholding Table

Social Security Number: [redacted]

Earnings	rate	hours	this period	year to date
Bonus			600.00	7,780.00
Regular				38,543.05
Overtime				14,690.73
Float Hol				192.00
Holiday				1,570.56
P.T.O.				2,717.76
Sick				785.28
Spot Bonus				1,000.00
WFH REIMB				220.00
Gross Pay			**$600.00**	67,499.38

Deductions	Statutory		
	Federal Income Tax	-128.04	7,251.36
	Social Security Tax	-37.20	4,083.87
	Medicare Tax	-8.70	955.10
	CA State Income Tax	-59.54	3,150.30
	CA SDI Tax	-7.20	809.21
	Other		
	401K	-18.00*	1,609.35
	Ee Supp Life		66.00
	Garnishment		3,697.32
	Hsa Ee		550.00
	Med 125M		1,080.47
	Net Pay	**$341.32**	
	Checking 1	-341.32	
	Net Check	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $582.00

Important Notes

COMPANY PH#:+1 626 282 0288

BASIS OF PAY: HOURLY

Additional Tax Withholding Information

Taxable Marital Status:
CA: [redacted]
Exemptions/Allowances:
CA: [redacted]

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ASTRANA HEALTH MANAGEMENT, INC
1668 S. GARFIELD AVE, 2ND FLOOR
ALHAMBRA, CA 91801

Advice number: **00000430829**
Pay date: 10/24/2025

Deposited to the account of	account number	transit ABA	amount
NINA Y. COLEMAN	[redacted]	xxxx xxxx	$341.32

THIS IS NOT A CHECK

NON-NEGOTIABLE