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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 JHONNA PORTER, individually, and on
13 behalf of other aggrieved employees pursuant
to the California Private Attorneys General
14 Act,

15 Plaintiff,

16 v.
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18 WEST HILLS HOSPITAL, a California
corporation; HCA HEALTHCARE, INC., a
19 Delaware corporation; HCA FAR WEST, an
unknown business entity; and DOES 1
20 through 25, inclusive,

21 Defendants.
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Case No: **21STCV27027**

PAGA COMPLAINT

**(1) VIOLATION OF CALIFORNIA
LABOR CODE § 2698, ET SEQ. (Private
Attorneys General Act of 2004)**

DEMAND FOR JURY TRIAL

COMPLAINT

COMES NOW, PLAINTIFF JHONNA PORTER ("PLAINTIFF"), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act against Defendants WEST HILLS HOSPITAL, a California corporation; HCA HEALTHCARE, INC., a Delaware corporation, and HCA FAR WEST and DOES 1-25, and alleges as follows:

JURISDICTION AND VENUE

1. This PAGA action is brought against Defendants WEST HILLS HOSPITAL, a California corporation; HCA HEALTHCARE, INC., a Delaware corporation, and HCA FAR WEST and DOES 1-25 (collectively referred to as "DEFENDANTS") to recover penalties, and all other available relief on behalf of Plaintiff and all other aggrieved employees who suffered one or more of the Labor Code violations set forth in California Labor Code Private Attorneys General Act of 2004. The damages and penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction" in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over DEFENDANTS because, upon information and belief, DEFENDANTS are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, DEFENDANTS maintain offices, has agents, and/or transacts business in the State of California, including the County of Los Angeles, and because the acts and omissions giving rise to this action alleged herein relating to PLAINTIFF began and took place in the State of California, and the County of Los Angeles.

PARTIES

5. At all times relevant herein, PLAINTIFF Jhonna Porter has been a resident of Los

1 Angeles County, State of California. Plaintiff is a registered nurse (“RN”) and has worked for
2 DEFENDANT HCA as an RN licensed by the State of California since 2009. PLAINTIFF
3 officially started to work for DEFENDANT West Hills Hospital on or about January 21, 2014.

4 6. At all times relevant herein, PLAINTIFF is informed and believes that
5 DEFENDANT West Hills Hospital is a California corporation with its primary place of business
6 located in West Hills, California. PLAINTIFF is informed and believes that DEFENDANT HCA
7 FARR WEST is a business organization affiliated with DEFENDANTS HCA and West Hills
8 operating in and around California and Nevada. PLAINTIFF is informed and believes that
9 DEFENDANTS are part of the largest for-profit health care organization in the United States.

10 7. DEFENDANTS at all relevant times, were and are, upon information and belief, an
11 “employer” of PLAINTIFF within the meaning of all applicable state laws and statutes.
12 PLAINTIFF, and other employees of DEFENDANTS were engaged throughout the State of
13 California, including the County of LOS ANGELES.

14 8. On information and belief, DEFENDANTS and DOES 1 through 25, are joint
15 employers engaged in an integrated enterprise, and they suffer and/or permit Plaintiff to work
16 and/or exercise joint control over the wages, hours, and/or working conditions of DEFENDANTS’
17 employees.

18 9. PLAINTIFF is informed and believes and based thereon alleges that, at all material
19 times alleged herein, DEFENDANTS and DOES 1 through 25, inclusive, and each of them, were
20 the agents, partners, joint venturers, joint employers, representatives, servants, employees,
21 successors-in-interest, co-conspirators, and assigns, each of the other, and all times relevant herein,
22 were acting within the course and scope of their authority as such agents, partners, joint venturers,
23 joint employers, representatives, servants, employees, successors-in-interest, co-conspirators, and
24 assigns, and all acts or omissions alleged herein were duly committed with the ratification,
25 knowledge, permission, encouragement, authorization, and consent of each defendant designated
26 herein.

27 **FACTUAL BACKGROUND**

28 10. Plaintiff incorporates by reference the allegations set forth above as though fully

1 set forth herein.

2 11. PLAINTIFF has been employed by DEFENDANT HCA beginning in or around
3 July 22, 2009. PLAINTIFF started working at DEFENDANTS' West Hills Hospital location
4 beginning in or around January 21, 2014.

5 12. At all material times, DEFENDANTS were PLAINTIFF'S employer and exercised
6 sole and/or joint control over the wages, terms, and working conditions of PLAINTIFF'S
7 employment.

8 13. At all relevant times herein, and from December 1, 2019 to the present, PLAINTIFF
9 was employed by DEFENDANTS. At all material times, the entities identified above and
10 collectively referred to as DEFENDANTS were PLAINTIFF'S employer in that they engaged in
11 an integrated enterprise and exercised sole and/or joint control over the wages, terms, and working
12 conditions of PLAINTIFF'S employment. The entities identified above are also believed to be
13 alter egos of one another, and they engaged in an integrated enterprise, and jointly exercised
14 control of their employees' wages, hours and working conditions through uniform practices,
15 policies, and procedures that originated from the same central group of decisionmakers. On
16 information and belief, DEFENDANTS' California employees are all aggrieved.

17 14. PLAINTIFF worked in one of DEFENDANTS' hospitals, West Hills Hospital,
18 located at 7300 Medical Center Dr, West Hills, CA 91307. PLAINTIFF'S job title was registered
19 nurse and her job duties included attending to patients and their medical care and working closely
20 with staff to monitor and care for patients. PLAINTIFF regularly came into contact with patients
21 and staff who were exposed to, and/or infected with, COVID.

22 15. On information and belief, and at all relevant times and work periods during
23 PLAINTIFF's and other aggrieved California employees' employment with DEFENDANTS from
24 December 1, 2019 to the present, DEFENDANTS failed to: 1) maintain and supply adequate PPE
25 for PLAINTIFF and other California aggrieved employees; 2) comply with health and safety
26 regulations mandating protective measures and plans, about which DEFENDANTS were on
27 notice, to ensure that PLAINTIFF and other aggrieved employees were protected from unsafe and
28 dangerous workplace conditions; 3) provide adequate staff and staffing ratios or create and

1 monitor safe working conditions to ensure PLAINTIFF and other aggrieved California employees
2 could engage in donning and doffing of PPE; 4) comply with and adequately follow mandated
3 Aerosol Transmissible Diseases Exposure Control Plan ("ATD") standards; 5) prevent
4 unreasonably exposing PLAINTIFF and other aggrieved California employees and staff to
5 communicable diseases without adequate safety protocols and PPE; 6) mandate safe conduct and
6 procedures related to PPE and promote and allow the use of equipment intended to protect
7 PLAINTIFF and other aggrieved California employees from dangerous communicable diseases;
8 7) provide required and adequate breaks to PLAINTIFF and other aggrieved California employees
9 required to work through the COVID pandemic.

10 16. At various stages during PLAINTIFF's and other aggrieved employees'
11 employment with DEFENDANTS, PLAINTIFF and other aggrieved employees were not allowed
12 to wear masks on their floors or in the hospital during their work and contact with patients, were
13 not supplied adequate PPE, were forced to re-use soiled PPE, were denied the ability to use donated
14 PPE and/or were exposed to others who were not provided adequate PPE or safe conditions in
15 which to doff and don PPE. PLAINTIFF repeatedly communicated complaints about inadequate
16 PPE, understaffing and missed breaks to DEFENDANTS and to government officials from the
17 emergence of COVID through the present.

18 17. As a charge nurse, PLAINTIFF believed that the health and safety of herself and
19 other aggrieved employees were at risk in light of inadequate compliance with health and safety
20 regulations by DEFENDANTS and she warned others publicly about the lack of PPE and
21 dangerous working conditions for herself and other aggrieved employees.

22 18. PLAINTIFF is informed and believes that DEFENDANTS were angry at
23 PLAINTIFF and other aggrieved employees who reported their complaints and concerns to
24 DEFENDANTS, government officials and the public about DEFENDANTS' disregard of health
25 and safety and failure to comply with regulations concerning PPE, adequate staffing, the lack of
26 breaks and other serious health and safety concerns in the face of COVID.

27 19. PLAINTIFF continued to observe that she and other of DEFENDANTS' aggrieved
28 employees were being left with inadequate PPE and being placed in constant danger of contracting

1 and spreading COVID. When she voiced complaints to management about inadequate supplies,
2 management claims that HCA was “good” on masks and claims that there was a surplus and that
3 DEFENDANTS were looking to send PPE supplies elsewhere. Yet, PLAINTIFF and other
4 aggrieved employees have been forced to engage in “refurbishment” practices of re-using used
5 and soiled PPE.

6 20. PLAINTIFF engaged in multiple reports and complaints to DEFENDANTS, to her
7 union and to government agencies and the public on behalf of herself and other aggrieved
8 California employees regarding the lack of staffing, the lack of adequate breaks for staff, the lack
9 of adequate PPE, exposing healthy patients to COVID-positive patients, retaliation and being
10 forced to re-use PPE and health and safety violations in the workplace. PLAINTIFF’s complaints
11 to OSHA include but are not limited to complaints filed May 24, 2020 (complaint no. 32076422),
12 August 26, 2020, September 16, 2020, and October 16, 2020. PLAINTIFF also caused a report
13 and complaint to be filed on behalf of herself and all aggrieved California employees of
14 DEFENDANTS with the State of California Division of Occupational Safety and Health and the
15 California Labor & Workforce Development Agency on or about December 4, 2020.

16 21. Based on the detailed misconduct and adverse employment actions alleged above,
17 DEFENDANTS have engaged in repeated and systemic violations of the California Labor Code
18 and applicable workplace safety standards. DEFENDANTS have engaged in the following Labor
19 Code violations, including but not limited to: Failure to provide a place of employment that is safe
20 and healthful (Labor Code § 6400); Failure to furnish and use safety devices and safeguards, and
21 adopt and use practices, means, methods, operations, and processes which are reasonably adequate
22 to render such employment and place of employment safe and healthful (Labor Code § 6401);
23 Failure to implement and maintain an effective written injury prevention program (Labor Code §
24 6401.7); Requiring or permitting an employee to go or be in any employment or place of
25 employment which is not safe and healthful (Labor Code § 6402); Failure or neglect to provide
26 and use reasonably adequate safety devices and safeguards or adopt or use reasonably adequate
27 methods and processes, or to do every other thing reasonably necessary to protect the life, safety
28 and health of employees (Labor Code § 6403); and failure to provide adequate meal and rest breaks

1 for aggrieved employees who were overextended and not relieved from their duties and shifts due
2 to chronic understaffing.

3 22. According to Title 8 Section 5199 (d), Aerosol Transmissible Diseases Exposure
4 Control Plan: (1) The employer shall establish, implement, and maintain an effective, written ATD
5 Exposure Control Plan (Plan) which is specific to the work place or operation(s), and which
6 contains all of the elements in subsection (d)(2). According to Title 8 Section 5199 (e),
7 Engineering and Work Practice Controls, and Personal Protective Equipment: (1) General.
8 Employers shall use feasible engineering and work practice controls to minimize employee
9 exposures to ATPs. Where engineering and work practice controls do not provide sufficient
10 protection (e.g., when an employee enters an AII room or area) the employer shall provide, and
11 ensure that employees use, personal protective equipment, and shall provide respiratory protection
12 in accordance with subsection (g) to control exposures to AirIPs. (A) Work practices shall be
13 implemented to prevent or minimize employee exposures to airborne, droplet, and contact
14 transmission of aerosol transmissible pathogens (ATP), in accordance with Appendix A, and
15 where not addressed by Appendix A, in accordance with the Guideline for Isolation Precautions.
16 Droplet and contact precautions shall be in accordance with Guideline for Isolation Precautions.
17 Airborne precautions shall be in accordance with Guidelines for Preventing the Transmission of
18 Mycobacterium tuberculosis in Health-Care Settings. PLAINTIFF is informed and believes that
19 DEFENDANTS acted in disregard of such regulations and obligations for their California
20 employees' health and safety and that such employees are aggrieved under California law.

21 23. PLAINTIFF is informed and believes that DEFENDANTS' "shortages" of PPE
22 and lack of adequate safety equipment were contrived and/or avoidable and that DEFENDANTS
23 were placing their own profits and allocations regarding PPE ahead of the safety and health of their
24 employees. PLAINTIFF is also informed and believes that DEFENDANTS have sought to cover
25 up and avoid blame for their violations of worker health and safety and have placed the burdens
26 of unhealthy and unsafe working conditions and the lack of adequate breaks on employees who
27 have been overtaxed and underpaid for their heroic efforts on behalf of patients.

28 24. PLAINTIFF has witnessed, experienced, and has reported unsafe workplace

1 conditions, practices and conduct by DEFENDANTS concerning herself and other aggrieved
2 employees that have exposed staff to COVID and likely led to the spread infection. Despite
3 DEFENDANTS' pre-pandemic access and stockpiling of PPE and through its wholly owned
4 subsidiaries and affiliates, DEFENDANTS' employees throughout California and at West Hills
5 had an inadequate and insufficient supply of PPE and were exposed to dangerous working
6 conditions, including reusing disposable gowns, one N95 respirator per shift, no hair nets, or shoe
7 covers. DEFENDANTS failed to follow the ATD standard. DEFENDANTS placed transactional
8 profits and cost reductions related to safe and adequate PPE, ahead of California health and safety
9 regulations and the well-being of PLAINTIFF and other aggrieved employees. Despite repeated
10 complaints and protected activities by Porter, DEFENDANTS' management failed to address the
11 dangerous and unsafe working conditions to which DEFENDANTS' employees throughout
12 California were continuously exposed. DEFENDANTS' management also directly retaliated
13 against PLAINTIFF, subjecting her to adverse and retaliatory employment actions including but
14 not limited to demotion, suspension, failure to promote, workplace harassment, unfair and
15 pretextual discipline, adverse personnel actions, removal from job assignments, loss of pay, and
16 punishment and targeting by management for warning other employees about dangerous working
17 conditions.

18 **PAGA ALLEGATIONS**

19 25. PLAINTIFF incorporates by reference the allegations set forth above as though
20 fully set forth herein.

21 26. At all times herein set forth, PAGA was applicable to PLAINTIFF'S employment
22 by DEFENDANTS. At all relevant times set forth herein, DEFENDANTS employed PLAINTIFF
23 and the other aggrieved employees who worked for DEFENDANTS in the State of California.

24 27. The "aggrieved employees" pursuant to Labor Section 2699(b) and (c) include: all
25 current and former employees who worked for DEFENDANTS at any of their locations in the
26 State of California at any time during the applicable PAGA period who were not provided a place
27 of employment that is safe and healthful (Labor Code § 6400); were not provided or furnished
28 adequate safety devices and safeguards and/or a workplace that adopted and used practices, means,

1 methods, operations, and processes which were reasonably adequate to render such employment
2 and place of employment safe and healthful (Labor Code § 6401); were in a workplace which
3 failed to implement and maintain an effective written injury prevention program (Labor Code §
4 6401.7); were required or permitted to go or be in any employment or place of employment which
5 was not safe and healthful (Labor Code § 6402); were in a workplace which failed or neglected to
6 provide and use reasonably adequate safety devices and safeguards or adopt or use reasonably
7 adequate methods and processes, or to do every other thing reasonably necessary to protect the
8 life, safety and health of employees (Labor Code § 6403); were not paid for time needed to don
9 and doff PPE and/or for breaks due to understaffing.

10 28. PLAINTIFF is an "aggrieved employee" as defined in Labor Code section 2699(b)
11 and (c), because she was employed by DEFENDANTS during the applicable statutory period and
12 suffered the violations of the IWC Wage Order and the Labor Code as set forth herein.
13 PLAINTIFF intends to seek penalties on behalf of all aggrieved employees as defined herein.

14 29. At all times herein set forth, PAGA provides that any provision of law under the
15 California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA
16 and/or CAL-OSHA for violations of the California Labor Code may, as an alternative, be
17 recovered through a civil action brought by an aggrieved employee on behalf of herself and other
18 current or former employees pursuant to procedures outlined in California Labor Code sections
19 2699.3 and Division 5 of the Labor Code.

20 30. PAGA expressly establishes that any provision of the California Labor Code which
21 provides for a civil penalty to be assessed and collected by the LWDA, the Division of
22 Occupational Safety and Health, or any of the departments, divisions, commissions, boards,
23 agencies or employees for a violation of the California Labor Code, may be recovered through a
24 civil action brought by an aggrieved employee on behalf of himself or herself, and other current
25 or former employees, and after such division has failed to inspect or investigate the alleged
26 violation. Whenever the LWDA, Cal-OSHA, or any of its departments, divisions, commissions,
27 boards, agencies, or employees has discretion to assess a civil penalty a court in a civil action is
28 authorized to exercise the same discretion, subject to the same limitations and conditions, to assess

1 a civil penalty.

2 31. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
3 employee," who is any person that was employed by the alleged violator and against whom one or
4 more of the alleged violations was committed and if the division has failed to inspect or investigate
5 after notice of a violation.

6 32. PLAINTIFF was employed by DEFENDANTS and the alleged violation was
7 committed against her during the time of her employment and she is, therefore, an aggrieved
8 employee. PLAINTIFF and the other employees are "aggrieved employees" as defined by
9 California Labor Code section 2699(b) and (c) and Division 5 of the Labor Code in that they are
10 all current or former employees of DEFENDANTS, and one of more of the alleged violations were
11 committed against them. PLAINTIFF provided notice through electronic submission to the
12 LWDA and the Division of Occupational Safety and Health, with certified mail notice to
13 DEFENDANTS on or about December 4, 2020.

14 33. Pursuant to California Labor Code sections 2699.3 and 2699.5 and Division 5 of
15 the Labor Code, an aggrieved employee, including PLAINTIFF, may pursue a civil action arising
16 under PAGA after satisfying the requirements of California Labor Code sections 2699.3 and
17 2699.5 and Division 5 of the Labor Code, which at the time that PLAINTIFF sought to satisfy the
18 statutory requirements, PLAINTIFF provided notice as an aggrieved employee to the LWDA, Cal-
19 OSHA and the employer of the specific provisions of the California Labor Code alleged to have
20 been violated, including the facts and theories to support the alleged violations.

21 34. The LWDA and/or Cal-OSHA were required to provide notice to the employer and
22 the aggrieved employee regarding inspection and investigation and/or that they did not intend to
23 inspect and/or investigate. PLAINTIFF received no notice of inspection or investigation regarding
24 any of the alleged violations and received no other notice. Having not received notice and there
25 being no inspection or investigation within time limits allowed, the aggrieved employee may
26 commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties
27 in addition to any other penalties to which the employee may be entitled.

28 35. As of the date of the filing of this Complaint, the LWDA and/or the Division of

Occupational Safety and Health have not provided notice of intention to inspect or investigate DEFENDANTS' alleged violations within prescribed time limits. Therefore, PLAINTIFF satisfied the then-applicable administrative prerequisites under California Labor Code and given notice to the LWDA and to the Division of Occupational Health and Safety to recover civil penalties against DEFENDANTS, in addition to other remedies, for violations of California Labor Code sections identified therein.

FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Against DEFENDANTS and DOES 1-25)

(Violation of California Labor Code §§ 2698, et seq.)

36. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 35 above as though fully set forth herein.

37. PAGA expressly establishes that the violation of any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, the Division of Occupational Safety and Health or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of herself or herself, and other current or former employees.

38. Whenever the LWDA, the Division of Occupational Safety and Health or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

39. Based on the facts and theories set forth herein, PLAINTIFF alleges that DEFENDANTS have willfully violated and/or continue to willfully violate, among other provisions of the Labor Code and applicable wage law, Division 5 of the Labor Code, and the applicable Industrial Welfare Commission ("IWC") Wage Order, including but not limited to Labor Code §§ 6401, 6401.7, 6402, 6403 and applicable wage orders regarding compensation, meal and rest breaks for aggrieved employees who were overextended and not relieved from their

1 duties and shifts due to chronic understaffing.

2 40. PLAINTIFF and other aggrieved employees are entitled to any penalties permitted
3 by law, including civil penalties pursuant to Labor Code sections 2699(a) and 2699(f).
4 PLAINTIFF seeks all such penalties on behalf of the State of California, herself as an aggrieved
5 employee, and all other current and former aggrieved employees of DEFENDANTS. Plaintiff and
6 the other hourly-paid and/or non-exempt employees, are "aggrieved employees" as defined by
7 California Labor Code section 2699(b) and (c) and based on Division 5 of the Labor Code in that
8 they are all current or former employees of Defendant, and one or more of the alleged violations
9 was committed against them.

10 41. DEFENDANTS also failed to provide PLAINTIFF and the other aggrieved
11 employees with safe working conditions and allowed dangerous and unsuitable conditions to exist
12 and be maintained in their workplace contrary to laws and regulations applicable to
13 DEFENDANTS' business.

14 42. Under California law, the workplace should not be a source of injury or illness of
15 threaten the lives of those who work there. (Cal. Code Reg. tit. 8, § 3203.) DEFENDANTS
16 violated fundamental and applicable standards mandated to protect the health and safety of
17 PLAINTIFF and other aggrieved employees throughout California in that PLAINTIFF and other
18 aggrieved employees were not provided a place of employment that was safe and healthful (Labor
19 Code § 6400); were not provided or furnished adequate safety devices and safeguards and/or a
20 workplace that adopted and used practices, means, methods, operations, and processes which were
21 reasonably adequate to render such employment and place of employment safe and healthful
22 (Labor Code § 6401); were in a workplace which failed to implement and maintain an effective
23 written injury prevention program (Labor Code § 6401.7); were required or permitted to go or be
24 in their employment or place of employment which was not safe and healthful (Labor Code §
25 6402); were in a workplace which failed or neglected to provide and use reasonably adequate
26 safety devices and safeguards or adopt or use reasonably adequate methods and processes, or to
27 do every other thing reasonably necessary to protect the life, safety and health of employees (Labor
28 Code § 6403); were not paid for time needed to don and doff PPE and/or for breaks due to

1 understaffing.

2 43. According to Title 8 Section 5199 (d), Aerosol Transmissible Diseases Exposure
3 Control Plan: (1) The employer shall establish, implement, and maintain an effective, written ATD
4 Exposure Control Plan (Plan) which is specific to the workplace or operation(s), and which
5 contains all of the elements in subsection (d)(2). According to Title 8 Section 5199 (e),
6 Engineering and Work Practice Controls, and Personal Protective Equipment: (1) General.
7 Employers shall use feasible engineering and work practice controls to minimize employee
8 exposures to ATPs. Where engineering and work practice controls do not provide sufficient
9 protection (e.g., when an employee enters an AII room or area) the employer shall provide, and
10 ensure that employees use, personal protective equipment, and shall provide respiratory protection
11 in accordance with subsection (g) to control exposures to AirIPs. (A) Work practices shall be
12 implemented to prevent or minimize employee exposures to airborne, droplet, and contact
13 transmission of aerosol transmissible pathogens (ATP), in accordance with Appendix A, and
14 where not addressed by Appendix A, in accordance with the Guideline for Isolation Precautions.
15 Droplet and contact precautions shall be in accordance with Guideline for Isolation Precautions.
16 Airborne precautions shall be in accordance with Guidelines for Preventing the Transmission of
17 Mycobacterium tuberculosis in Health-Care Settings. PLAINTIFF is informed and believes that
18 DEFENDANTS violated applicable ATD standards and acted in disregard of such regulations and
19 obligations for their California employees' health and safety and that such employees are
20 aggrieved under California law.

21 44. PLAINTIFF is informed and believes that DEFENDANTS' "shortages" of PPE
22 and lack of adequate safety equipment were contrived and/or avoidable and that DEFENDANTS
23 were placing their own profits and allocations regarding PPE ahead of the safety and health of their
24 employees. PLAINTIFF is also informed and believes that DEFENDANTS have sought to cover
25 up and avoid blame for their violations of worker health and safety and have placed the burdens
26 of unhealthy and unsafe working conditions and the lack of adequate breaks on employees who
27 have been overtaxed and underpaid for their heroic efforts on behalf of patients.

28 45. PLAINTIFF is informed and believes, and based thereon alleges, that

1 DEFENDANTS knew or should have known that PLAINTIFF and the other aggrieved employees
2 were entitled to the workplace health and safety protections and standards mandated for
3 DEFENDANTS to protect them from COVID in their workplace, and that DEFENDANTS
4 engaged in unlawful activities and violated those protections and standards mandated of them.

5 46. PLAINTIFF brings this PAGA action seeking penalties for DEFENDANTS' failure
6 to comply with health and safety standards as alleged herein. Pursuant to California Labor Code
7 section 2699, PLAINTIFF, individually, and on behalf of the state of California and all aggrieved
8 employees, requests and is entitled to recover from DEFENDANTS and each of them, attorneys'
9 fees and costs pursuant to California Labor Code section 2699(g)(1), as well as all statutory
10 penalties against DEFENDANTS, and each of them, including but not limited to: Penalties under
11 California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved
12 employee per pay period for the initial violation, and two hundred dollars (\$200) for each
13 aggrieved employee per pay period for each subsequent violation as well as any and all additional
14 penalties and sums as provided by the California Labor Code and/or other statutes.

15 47. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
16 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
17 Workforce Development Agency for the enforcement of labor laws and education of employers
18 and employees about their rights and responsibilities and twenty-five percent (25%) to the
19 aggrieved employees.

20 48. Further, PLAINTIFF is entitled to seek and recover reasonable attorneys' fees and
21 costs pursuant to California Labor Code sections 2699 and any other applicable statute

22 49. PLAINTIFF is informed and believes that the violations described above occurred
23 at all of DEFENDANTS' California based facilities and hospitals regardless of size, services and
24 location. Therefore, on behalf of all aggrieved employees and the state, PLAINTIFF seeks all
25 applicable penalties arising out of the above-referenced practices, policies, and procedures, or
26 which could be assessed and collected by the Labor and Workforce Development Agency, for
27 violation of the California Labor Code pursuant to PAGA.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF, individually, and on behalf of the state of California, other
3 members of the general public similarly situated and on behalf of other aggrieved employees
4 pursuant to the Private Attorneys General Act, prays for relief and judgment against
5 DEFENDANTS and those fictitiously named defendants, jointly and severally, as follows:

6 1. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g),
7 in addition to costs/expenses and attorneys' fees for violations of Division 5 of the Labor Code,
8 and the applicable Industrial Welfare Commission ("IWC") Wage Order, including but not limited
9 to Labor Code §§ 6401, 6401.7, 6402, 6403 and applicable wage orders regarding compensation,
10 meal and rest breaks for aggrieved employees who were overextended and not relieved from their
11 duties and shifts due to chronic understaffing; and

12 2. For such other and further relief as the Court may deem equitable and appropriate;

13 **AS TO ALL CAUSES OF ACTION**

14 3. For costs of suit incurred herein, including expert witness fees pursuant to
15 California Labor Code section 1102.5 et seq., and/or any other basis; and

16 4. For any other relief that is just and proper.

17 DATED: July 21, 2021

SCHIMMEL & PARKS
A Professional Law Corporation

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Alan I. Schimmel
Michael W. Parks
Arya Rhodes
Attorneys for PLAINTIFF

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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a trial by jury for the causes of action and claims asserted herein.

DATED: July 21, 2021

SCHIMMEL & PARKS
A Professional Law Corporation



Alan I. Schimmel
Michael W. Parks
Arya Rhodes
Attorneys for PLAINTIFF