

SAN LUIS OBISPO SUPERIOR COURT
BY Carol L. McGulrk
Carol L. McGulrk, Deputy Clerk

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN LUIS OBISPO**

12 JACELYN BRISTOW, individually and on
13 behalf of all other aggrieved employees,

14 Plaintiff,

15 v.

16 SIERRA VISTA HOSPITAL, INC.;
17 ADVENTIST HEALTH SYSTEM/WEST; and
18 DOES 1 through 10, inclusive,

19 Defendants.
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Case No. 25CV-0310

**REPRESENTATIVE ACTION
COMPLAINT FOR CIVIL PENALTIES
AND INJUNCTIVE RELIEF UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 *et seq.*)**

**REQUEST FOR PUBLIC INJUNCTIVE
RELIEF**

1 Plaintiff Jacelyn Bristow (“Plaintiff”), individually and on behalf of all other aggrieved
2 employees, hereby brings this individual and representative action Complaint against Sierra Vista
3 Hospital, Inc.; Adventist Health System/West; and DOES 1 through 10 inclusive (collectively,
4 “Defendants”), and hereby alleges with knowledge with respect to her own acts and on information
5 and belief as to other matters as follows:

6 **INTRODUCTION**

7 1. Plaintiff brings this action on behalf of herself and all other current and former
8 employees of Defendants employed in California during the PAGA Period, including exempt, non-
9 exempt, and/or misclassified employees (collectively, “Aggrieved Employees”). The term “PAGA
10 Period” is defined as commencing from one year prior to the submission of Plaintiff’s notice of Labor
11 Code violations to the Labor and Workforce Development Agency (“LWDA”) and Defendants
12 through the date of final judgment.

13 2. This representative action is brought under, *inter alia*, the California Industrial Welfare
14 Commission (“IWC”) Wage Orders and applicable provisions of the California Code of Regulations,
15 California Code of Civil Procedure § 1021.5, and Labor Code §§ 201, 202, 203, 204, 206, 210, 221,
16 223, 224, 226, 226.3, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
17 1198, and 1199.

18 3. Defendants have engaged in a systematic pattern of wage and hour violations under the
19 Labor Code. During the PAGA Period, Defendants maintained a consistent practice and policy of
20 violating state wage and hour laws by, among other things, failing to timely pay all wages, failing to
21 provide compliant meal periods or compensation in lieu thereof, failing to provide compliant rest
22 periods or compensation in lieu thereof, failing to reimburse necessary business expenditures, failing
23 to timely pay all wages due upon separation of employment, failing to provide accurate itemized wage
24 statements, and failing to maintain accurate records.

25 4. Accordingly, Plaintiff brings this individual and representative action for recovery of
26 civil penalties and injunctive relief under Labor Code §§ 2698 *et seq.*

27 **JURISDICTION AND VENUE**

28 5. This Court has jurisdiction over Defendants because, upon information and belief,

1 Defendants are citizens of California, Defendants have sufficient minimum contacts in California, or
2 otherwise intentionally avail themselves to the California market so as to render the exercise of
3 jurisdiction over them by the California courts consistent with the traditional notions of fair play and
4 substantial justice.

5 6. Venue in this County is proper under California Code of Civil Procedure § 395.5
6 because a substantial part of Defendants' unlawful conduct, acts, and omissions alleged in this
7 Complaint occurred in this County, Defendants conduct substantial business in this County, and/or
8 Defendants' liability arose in this County.

9 **PARTIES**

10 7. Plaintiff is an individual over the age of eighteen (18). Within the statute of limitations
11 periods applicable to the only cause of action pled in this Complaint, Plaintiff was employed by
12 Defendants as a non-exempt employee.

13 8. Defendant Sierra Vista Hospital, Inc. is a California corporation. Sierra Vista Hospital,
14 Inc. is, and at all relevant times was, an employer subject to California state wage and hour laws.
15 Plaintiff is informed, believes, and thereon alleges that the practices and policies Sierra Vista Hospital,
16 Inc. that are complained of by way of this Complaint were implemented during the PAGA Period.

17 9. Defendant Adventist Health System/West is a California corporation. Adventist Health
18 System/West is, and at all relevant times was, an employer subject to California state wage and hour
19 laws. Plaintiff is informed, believes, and thereon alleges that the practices and policies Adventist
20 Health System/West that are complained of by way of this Complaint were implemented during the
21 PAGA Period.

22 10. Plaintiff does not know the true names or capacities, whether individual, partner, or
23 corporate, of the defendants sued herein as DOES 1 to 10, inclusive, and for that reason, said
24 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to further
25 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
26 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
27 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and
28 proximately caused Plaintiff and other Aggrieved Employees to be subject to the unlawful

1 employment practices, wrongs, injuries and damages complained of herein.

2 11. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
3 herein, Defendants were and are the employers of Plaintiff and other Aggrieved Employees.

4 12. At all relevant times, each of said Defendants participated in the doing of the acts
5 hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and
6 each of them, were the agents, servants, and employees of each and every one of the other Defendants,
7 as well as the agents of all Defendants, and at all times herein mentioned were acting within the course
8 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
9 and/or otherwise ratified each and every one of the acts or omissions complained of in this Complaint.

10 13. At all times mentioned herein, Defendants, and each of them, were members of and
11 engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope
12 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges
13 that all Defendants were joint employers for all purposes of Plaintiff and other Aggrieved Employees.

14 **GENERAL ALLEGATIONS**

15 14. Defendants operate Sierra Vista Regional Medical Center, the largest hospital in San
16 Luis Obispo County.

17 15. Defendants have consistently maintained and enforced unlawful employment practices
18 and policies against Plaintiff and other Aggrieved Employees which violate the Labor Code and IWC
19 Wage Orders.

20 16. **Unpaid Wages:** During the PAGA Period, Defendants failed to pay Plaintiff and other
21 Aggrieved Employees minimum, regular, overtime, and/or double time wages for all hours worked at
22 the legally mandated rates. During the PAGA Period, Plaintiff and other Aggrieved Employees
23 regularly worked more than eight (8), 10, and/or 12 hours per workday and/or over 40 hours per
24 workweek. During the PAGA Period, Defendants required Plaintiff and other Aggrieved Employees
25 to complete work-related tasks off the clock, including communicating with Defendants and working
26 through meal periods. In addition, Defendants' timekeeping system requires employees to affirm that
27 they received their meal periods when clocking out for the day. However, Defendants coerced
28 Aggrieved Employees, including Plaintiff, to falsely affirm that they had received all required meal

1 periods. Accordingly, Defendants failed to pay Plaintiff and other Aggrieved Employees the proper
2 minimum, regular, overtime, and/or double time wages for all hours worked, and sick pay, in violation
3 of Labor Code §§ 204, 206, 210, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, and 1198, and
4 the applicable IWC Wage Orders and California Code of Regulations.

5 17. **Meal Period Violations:** During the PAGA Period, Defendants failed to authorize and
6 permit and/or make available to Plaintiff and other Aggrieved Employees timely off-duty 30-minute
7 meal periods within the appropriate time intervals required by Labor Code § 512 and § 11 of the
8 applicable IWC Wage Order(s). Specifically, Plaintiff and other Aggrieved Employees frequently had
9 their meal periods shortened, interrupted, late, and/or missed altogether due to Defendants'
10 policies/practices, including understaffing and prioritizing work demands over taking compliant
11 breaks. In addition, Defendants' timekeeping system requires employees to affirm that they received
12 their meal periods when clocking out for the day. However, Defendants coerced Aggrieved
13 Employees, including Plaintiff, to falsely affirm that they had received all required meal periods.
14 Defendants failed to authorize and permit and/or make available to aggrieved employees timely,
15 uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours
16 and/or 10 hours in a workday, and failed to compensate Plaintiff and other Aggrieved Employees with
17 an additional hour of pay at their regular rate of pay for every day in which they were denied a
18 compliant meal period, in violation of Labor Code §§ 226.7 and 512, and the applicable IWC Wage
19 Orders.

20 18. **Rest Period Violations:** During the PAGA Period, Defendants failed to authorize and
21 permit and/or make available ten-minute rest periods for every four (4) hours or major fraction thereof
22 worked. Defendants failed to implement a compliant rest break policy and/or practice, and failed to
23 provide uninterrupted, off-duty 10-minute rest breaks. Plaintiff and other Aggrieved Employees
24 regularly missed their rest breaks or had them interrupted or governed by Defendants' practices and
25 policies. Specifically, as a result of Defendants' staffing and scheduling policies/practices, Defendants
26 failed to authorize and permit Plaintiff to take any rest periods. In addition, Defendants' timekeeping
27 system requires employees to affirm that they received their rest periods when clocking out for the
28 day. However, Defendants coerced Aggrieved Employees, including Plaintiff, to falsely affirm that

1 they had received all required rest periods. Notwithstanding the above rest break violations,
2 Defendants failed to compensate Plaintiff and other Aggrieved Employees with an additional hour of
3 pay at their regular rate of pay for every day in which they suffered a rest period violation.
4 Accordingly, Defendants violated Labor Code § 226.7 and the applicable IWC Wage Orders.

5 19. **Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and
6 other Aggrieved Employees who separated from their employment with Defendants during the
7 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
8 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
9 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, including
10 minimum wages and premium pay.

11 20. **Wage Statement Violations:** Defendants knew or should have known that Plaintiff
12 and other Aggrieved Employees were entitled to receive complete and accurate wage statements. In
13 violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were
14 not furnished with complete and accurate wage statements that show all information required by Labor
15 Code §§ 226 *et seq.*, including, but not limited to, the gross and net wages earned, the total hours
16 worked, all applicable hourly rates in effect during the pay period, and the corresponding number of
17 hours worked at each hourly rate.

18 21. **Failure to Keep Accurate Records:** Defendants knew or should have known that
19 Defendants were required to keep accurate records of the hours worked by Plaintiff and other
20 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records
21 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,
22 and/or omissions described throughout this Complaint.

23 22. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
24 willful.

25 **FIRST CAUSE OF ACTION**

26 **Civil Penalties and Injunctive Relief Under PAGA (Labor Code §§ 2698, *et seq.*)**

27 **(Against All Defendants)**

28 23. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though

1 fully set forth herein.

2 24. On March 10, 2025, Plaintiff notified Defendants, via certified mail, and the California
3 Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of
4 the California Labor Code and Plaintiff’s intent to bring a claim for injunctive relief and civil penalties
5 under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code
6 identified in this Complaint. Now that sixty-five days have passed from Plaintiff notifying Defendants
7 of these violations, Plaintiff has exhausted the administrative requirements for bringing a claim under
8 the Private Attorneys General Act with respect to the violations alleged in this Complaint.

9 25. Defendants have committed several Labor Code violations against Plaintiff and other
10 Aggrieved Employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698
11 *et seq.*, acting on behalf of herself and other Aggrieved Employees, brings this representative action
12 against Defendants to recover the civil penalties due to Plaintiff, other Aggrieved Employees, and the
13 State of California according to proof, including, but not limited to: (1) \$100.00 for each initial
14 violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful
15 or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
16 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
17 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial
18 violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee
19 per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation
20 per employee per pay period for those violations of the Labor Code for which no civil penalty is
21 specifically provided, based on the following Labor Code violations:

22 (a) Violation of Labor Code §§ 201-204, 210, 221, 223, 224, 227.3, 510, 558, 1194,
23 1197, 1197.1, and 1198 for failure to timely pay all earned wages owed to Plaintiff and other
24 Aggrieved Employees during employment and upon separation of employment;

25 (b) Violation of Labor Code §§ 226.7, 516, and 558 for failing to authorize and
26 permit all required rest periods and failing to pay rest period premiums to Plaintiff and other Aggrieved
27 Employees at these employees’ respective regular rates of compensation for rest period violations;

28 (c) Violation of Labor Code §§ 226.7, 512, and 558 for failing to provide meal

1 periods as required by law and failing to pay meal period premiums to Plaintiff and other Aggrieved
2 Employees at these employees' respective regular rates of compensation for meal period violations;

3 (d) Violation of Labor Code §§ 226 *et seq.* for failing to furnish Plaintiff and other
4 Aggrieved Employees with accurate and compliant itemized wage statements;

5 (e) Violation of Labor Code §§ 221, 223, and 224 for secretly paying Plaintiff and
6 other Aggrieved Employees less than the statutory or contractual rate;

7 (f) Violation of Labor Code §§ 1174, 1174.5, and 1198 for failure to maintain
8 accurate records on behalf of Plaintiff and other Aggrieved Employees; and

9 (g) Derivative violations of Labor Code § 1199.

10 26. Under Labor Code §§ 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to recover civil
11 penalties, in addition to public injunctive relief, for the alleged foregoing violations of the Labor Code.

12 27. Under Labor Code §§ 2699(g) and 2802(c) and California Code of Civil Procedure §
13 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiff prays for judgment against Defendants, jointly and severally, as
16 follows:

17 1. For civil penalties due to Plaintiff, Aggrieved Employees, and the State of California
18 according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to:
19 (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
20 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure
21 to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial
22 violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay
23 period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to
24 Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00
25 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5)
26 \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period
27 for those violations of the Labor Code for which no civil penalty is specifically provided;

28 2. For appropriate injunctive relief pursuant to Labor Code § 2698 *et seq.*;

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- 3. Prejudgment interest, as permitted by law;
- 4. Attorneys’ fees and costs as permitted by law, including under Labor Code §§ 2698 *et seq.* and Code of Civil Procedure § 1021.5; and
- 5. For such other and further relief the Court may deem just and proper.

Dated: May 15, 2025

MANAHAN O’DELL LLP

By: Shaheen Anthony Etemadi
Shaheen Anthony Etemadi
Attorneys for Plaintiff