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Superior Court of California,
County of Madera
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By: Ashley M. Sherrod, Deputy Clerk

Attorney for Plaintiff
JUSTINA MALEMIT, individually
and on behalf of all aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA**

JUSTINA MALEMIT, individually and on
behalf of all aggrieved employees,

Plaintiff,

v.

UHS OF MADERA, INC., a California
corporation, and **DOES 1- 50**, inclusive,

Defendants.

CASE NO: MCV094451

**SECOND AMENDED COMPLAINT
FOR:**

**1. PAGA Civil Penalties (Labor Code
§§ 2698–2699.5)**

DEMAND FOR A JURY TRIAL

1. Plaintiff **JUSTINA MALEMIT** (“Plaintiff”), on behalf of herself and all others similarly situated, hereby submits this Complaint against Defendants **UHS OF MADERA, INC.** (“Defendant **UHS of Madera, Inc.**”), a California corporation, which does business and employs individuals in the County of Madera, State of California and **DOES 1-50**, inclusively (collectively, “Defendants”), and each of them, and alleges as follows:

SECOND AMENDED COMPLAINT

1 **INTRODUCTION**

2 2. This is a PAGA-only lawsuit brought on behalf of all non-exempt employees who
3 work and/or worked for Defendant in the State of California, seeking only relief as authorized by
4 the PAGA statutes (Labor Code section 2698 et seq.). The individual and putative class claims
5 previously pled in the First through Eighth Causes of Action were dismissed without prejudice and
6 submitted to individual arbitration pursuant to the parties' stipulation and court order entered on or
7 about June 23, 2025. Plaintiff and aggrieved employees have been subjected to numerous wage
8 and hour violations which are the result of systemic policies and procedures implemented by
9 Defendant.

10 3. Defendant's actions give rise to violations of state wage and hour laws. Through
11 this lawsuit, Plaintiff and all aggrieved employees seek to recover all civil penalties associated
12 with Defendant's willful violations of the law, plus costs and attorneys' fees.

13 **JURISDICTION**

14 4. This Court has personal jurisdiction over Defendant because it is a California
15 corporation doing business in the State of California.

16 **THE PARTIES**

17 5. Plaintiff is, and at all relevant times was, a resident of California who worked for
18 Defendant in Madera County as a non-exempt employee.

19 6. Defendant UHS OF MADERA, INC. is a California corporation that does business
20 and employs individuals in the County of Madera, State of California. Defendant is a behavioral
21 health hospital located in Madera, California specifically designed to provide comprehensive
22 behavioral health services for children, adolescents, and adults in the Central Valley region.

23 7. Section 2 of the applicable Industrial Welfare Commission ("IWC") Order defines
24 an "employer" as any "person as defined in Section 18 of the Labor Code, who directly or
25 indirectly, or through an agent or any other person, employs or exercises control over the wages,
26 hours or working conditions of any person." Plaintiff is informed and believes, and on this basis
27 alleges, that Defendant employs and/or exercises control over the wages, hours, or working
conditions of Plaintiff and the aggrieved employees.

1 8. Whenever in this Complaint reference is made to Defendants, such allegations shall
2 be deemed to mean the acts of all defendants acting individually, jointly, and/or severally. Plaintiff
3 is informed and believes, and on that basis alleges, that Defendants and Does 1 through 50
4 constitute an integrated enterprise based on their interrelation of operations, common management,
5 centralized control of labor relations, common ownership, and financial control. Specifically,
6 Plaintiff is informed and believes and thereon alleges that: each of the Defendants operate
7 according to uniform policies and procedures for controlling the work of Plaintiff and the
8 aggrieved employees; Defendants operate as an interrelated operation; Defendants are operated by
9 a small group of shared officers and directors; and each of the Defendants share and control the
10 management of the premises where Plaintiff and aggrieved employees worked or work.

11 9. Plaintiff alleges on information and belief that Defendants are and/or were joint
12 employers of Plaintiff and aggrieved employees. Thus, adherence to the fiction of the separate
13 existence of each Defendant here would permit abuse, sanction fraud and promote injustice. The
14 true names and capacities of Defendants named herein as Does 1 through 50, inclusive, whether
15 individual, corporate, associate, or otherwise, are unknown to Plaintiff, who therefore sues these
16 Defendants by such fictitious names. Plaintiff will amend this Complaint to reflect the true names
17 and capacities of these Defendants when they are ascertained.

18 10. At all times mentioned herein, Defendants, and each of them, were the agents,
19 representatives, employees, successors, assigns, parents, subsidiaries, and/or affiliates, each of the
20 other, and at all times pertinent hereto were acting within the course and scope of their authority
21 as such agents, representatives, employees, successors, assigns, parents, subsidiaries and/or
22 affiliates. Plaintiff also alleges that Defendants were, at all times relevant hereto, the alter egos of
23 each other and jointly employed Plaintiff and aggrieved employees. Wherever reference is made
24 to Defendants herein, it is intended to include all of the named Defendants as well as the Doe
25 defendants. Each of the fictitiously named Doe defendants is responsible for the occurrences
26 herein alleged and proximately caused Plaintiff's and aggrieved employees' entitlement to PAGA
27 penalties.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

11. Plaintiff and aggrieved employees are current or former non-exempt employees of Defendant who have been subjected to a variety of wage and hour violations during their employment.

12. Despite being non-exempt hourly employees, Plaintiff and aggrieved employees were not afforded legally compliant minimum wages and overtime wages for hours spent working overtime, including on days when they worked more than eight hours per day or weeks in which they worked more than forty hours per week. Defendants also failed to pay double time to Plaintiff and aggrieved employees on days in which they worked in excess of twelve hours.

13. In addition, Defendants failed to pay Plaintiff and aggrieved employees wages for all hours worked, including by requiring Plaintiff and aggrieved employees to complete work off the clock and otherwise denying Plaintiff and aggrieved employees payment for all hours worked. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and aggrieved employees for all hours worked, including all overtime wages. Defendants failed to incorporate all pay (i.e., bonuses and other forms of pay) when calculating the correct overtime, meal break premium and sick rate of pay. Also, Plaintiff and aggrieved employees were regularly asked to perform work related tasks off-the-clock, without receiving pay. Because Defendants failed to pay all wages owed, Defendants also failed to maintain accurate records of the hours Plaintiff and aggrieved employees worked.

14. Plaintiff's and aggrieved employees' wage statements confirm that they were not paid premiums for their missed meal and rest breaks, which itself made the statements inaccurate because the statements did not accurately reflect all wages owed to Plaintiff and aggrieved employees under California law. Instead, these wage statements reflect routine, repeated, and deliberate violations of California labor laws.

15. Failure to Provide Rest Breaks: Defendant failed to authorize and permit Plaintiff and aggrieved employees with the two (2) 10-minute rest breaks mandated by law, even though they worked more than six (6) hours per shift. This failure occurred due to excessive patient admissions and chronic understaffing, which left no adequate coverage for breaks. As a result,

1 Plaintiff, along with aggrieved employees, were denied their full rest break entitlements, which
2 further worsened the negative impact of the understaffed conditions. Plaintiff and the aggrieved
3 employees were required to prioritize work assignments, resulting in missed or interrupted rest
4 periods. In addition, Plaintiff and aggrieved employees were not relieved of all duty during their
5 rest periods.

6 16. In addition, Defendant implemented the "Kronos" timekeeping system in a manner
7 that severely restricted Plaintiff and aggrieved employees from properly recording their breaks.
8 The system forced Plaintiff and aggrieved employees to choose between only two options for their
9 designated 15-minute break period: "approve" or "decline." However, selecting "decline" resulted
10 in the forfeiture of wages for that time, effectively penalizing Plaintiff and aggrieved employees
11 for exercising their right to rest breaks. This coercive structure placed undue pressure on Plaintiff
12 and aggrieved employees to "approve" breaks they did not actually take.

13 17. If Plaintiff and aggrieved employees failed to select either option, the system may
14 have defaulted to marking the break as taken, resulting in unpaid work, or as declined, leading to
15 lost wages. Defendant's enforcement of this flawed system discouraged Plaintiff and aggrieved
16 employees from taking their legally mandated breaks, subjecting them to unpaid labor, payroll
17 discrepancies, and disciplinary action—further evidencing systemic wage and hour violations.

18 18. Failure to Provide Meal Breaks: Defendants did not inform Plaintiff and aggrieved
19 employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts
20 greater than 10 hours, by the end of the tenth hour of work. Despite working for more than five
21 (5) hours per shift, Defendant failed to provide Plaintiff and aggrieved employees with a full 30-
22 minute meal break as mandated by law. Plaintiff and aggrieved employees consistently
23 experienced interrupted breaks throughout their employment, preventing them from taking the full,
24 uninterrupted time they were entitled to. Plaintiff and the aggrieved employees were required to
25 prioritize work assignments before starting their meal periods or during their meal periods,
26 resulting in late, shortened, interrupted, or missed meal periods. In addition, Plaintiff and
27 aggrieved employees were not relieved of all duty during their meal periods.

1 19. Failure to Pay Overtime: Plaintiff's and aggrieved employees' wage statements
2 show individual days in which they worked in excess of eight hours, and weeks in which they
3 worked in excess of forty hours. However, Plaintiff's and aggrieved employees' wage statements
4 regularly failed to reflect payment owed to them for overtime hours worked.

5 20. Failure to Pay Premium for Missed Meal and Rest Breaks: Nowhere on Plaintiff's
6 or aggrieved employees' wage statements is there any reflection of premium pay for missed meal
7 and rest breaks, despite Defendants denying aggrieved employees the opportunity to take such
8 meal and rest breaks as required by California law.

9 21. Off the Clock Work: Nowhere on Plaintiff's or aggrieved employees' wage
10 statements is there any reflection for payment of work completed before clocking in or after
11 clocking out, as required by Defendants.

12 22. Failure to Maintain Accurate Records: Defendant failed to maintain accurate and
13 complete records of the hours worked by Plaintiff and aggrieved employees as required by
14 California law. Defendant's use of the Kronos timekeeping system, as described above, resulted in
15 systematic inaccuracies in recorded work time, break time, and wages paid. As a consequence,
16 Defendant's records do not accurately reflect the actual hours worked, breaks missed, or wages
17 owed to Plaintiff and aggrieved employees.

18 23. Sick Leave Violations: Defendant failed to comply with California's paid sick leave
19 requirements with respect to Plaintiff and aggrieved employees. Specifically, Defendant failed to
20 properly accrue, provide, and permit the use of paid sick leave as required by California law.
21 Defendant further failed to include accurate sick leave balances on Plaintiff's and aggrieved
22 employees' wage statements, and failed to maintain required records regarding sick leave accrual
23 and use.

24 24. Defendant's violations of the law were willful and done according to Defendant's
25 established policies and procedures applicable to Plaintiff and all aggrieved employees.

26 **FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**

27 **PAGA CIVIL PENALTIES**

(California Labor Code §§ 2698–2699.5)

1 25. Plaintiff re-alleges, on behalf of herself and all aggrieved employees, each and
2 every paragraph of this Complaint as though fully set forth herein.

3 26. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code
4 section 2699(c), and a proper representative to bring a civil action on behalf of herself and other
5 current and former employees of Defendant pursuant to the procedures specified in California
6 Labor Code section 2699.3, because Plaintiff was employed by Defendant and Defendant's alleged
7 violations of the California Labor Code were committed against Plaintiff.

8 27. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor
9 Code sections 2698–2699.5, Plaintiff seeks to recover civil penalties from Defendant in a
10 representative action for the following violations, including the underlying facts and theories: (1)
11 failure to pay wages for all hours worked (Labor Code §§ 218.5 (a)-(b), 218.6, 1194, 1194.2 (a)-
12 (c), 1194.3, and 1197); (2) failure to provide meal periods (Labor Code §§ 512 (a)-(g) and 226.7
13 (a)-(f)); (3) failure to provide rest periods (Labor Code § 226.7 (a)-(f)); (4) failure to furnish timely
14 and accurate itemized wage statements (Labor Code §§ 226 (a)-(j), 226.2, and 226.3); (5) failure
15 to pay overtime wages (Labor Code §§ 510 (a)-(c), 558 (a)-(e), 1194, and 1198); (6) failure to
16 reimburse business expenses (Labor Code § 2802 (a)-(d)); (7) failure to pay all compensation due
17 during employment and upon discharge (Labor Code §§ 201 (a)-(d), 202 (a)-(d), 203 (a)-(b), 204
18 (a)-(e), and 210 (a)-(c)); (8) failure to maintain accurate records (Labor Code §§ 558 (a)-(e), 1174
19 (a)-(d), and 1174.5); (9) sick leave violations (Labor Code §§ 245 (a)-(b), 246 (a)-(r), 246.5 (a)-
20 (d), and 247.5 (a)-(b)); and (10) Private Attorneys General Act (Cal. Labor Code §§ 2698, et seq.,
21 2699 (a)-(v), et seq., 2699.3, and 1197.1 (a)-(l)) and IWC Wage Orders 4-2001 and 5-2001.
22 Plaintiff is also entitled to an award of reasonable attorneys' fees and costs pursuant to Labor Code
23 section 2699(g)(1)

24 28. As prescribed by Labor Code section 2699.3, on or about March 4, 2025, Plaintiff
25 submitted her initial PAGA claim notice to the LWDA, which was assigned LWDA Case No.
26 LWDA-CM-1084017-25. Plaintiff subsequently submitted an amended PAGA notice to the
27 LWDA and Defendant, incorporating additional Labor Code violations, facts, and theories as
agreed upon by the Parties.

29. Plaintiff has complied with all requirements set forth in Labor Code section 2699.3 to commence a representative action under PAGA. Plaintiff therefore seeks to recover all applicable and available PAGA remedies pursuant to Labor Code section 2699, as well as attorneys' fees, costs, and other damages as permitted by PAGA.

30. As a proximate result of the aforementioned violations, Plaintiff and aggrieved employees have been damaged in an amount according to proof at trial, and seek relief as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays for judgment against Defendants, and each of them, in an amount according to proof, as follows:

1. For civil penalties as permitted by PAGA;
2. For attorneys' fees and costs as provided by statute; and
3. For all such other and further relief that the Court may deem just and proper under the PAGA statutes.

Respectfully Submitted,

DATED: September 04, 2026

LABOR LAW PC

By:

Danny Yadidsion, Esq.
Attorney for Plaintiff
JUSTINA MALEMIT, individually
and on behalf of all aggrieved employees

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DATED: September 04, 2026

By: 
 Danny Yadidsion, Esq.
 Attorney for Plaintiff
JUSTINA MALEMIT, individually
 and on behalf of all aggrieved employees

**PROOF OF SERVICE
STATE OF CALIFORNIA
COUNTY OF MADERA
[C.C.P., §1013(a)]**

JUSTINA MALEMIT VS. UHS OF MADERA, INC., et al.
Madera County Superior Court Case Number: CASE NO.: MCV094451

I am over the age of 18 and not a party to the within action; my business address is 100 Wilshire Blvd, Suite 700, Santa Monica, CA 90401. My email address is Carl.Espinosa@laborlawpc.com.

On September 04, 2026, I served the following document(s):

- SECOND AMENDED COMPLAINT

On the following:

Attorneys for the Defendant

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(XX) (BY ELECTRONIC MAIL) Per local rules, I delivered such documents by electronic mail. My email address is Carl.Espinosa@laborlawpc.com.

Executed on September 04, 2026

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

CARL ESPINOSA

Print Name

/s/ Carl Espinosa

Signature