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7 Attorneys for Plaintiff, Esmeralda Vasquez

Assigned for All Purposes
Judge Donald F. Gaffney

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA,**
10 **FOR THE COUNTY OF ORANGE**

11 **ESMERALDA VASQUEZ, an Individual,**

12 **Plaintiff,**

13 **vs.**

14 **THE PRACTICE OC, INC., a California**
15 **Corporation; and DOES 1-20, inclusive,**

16 **Defendants.**

Case Number: 30-2026-01561258-CU-WT-NJC

COMPLAINT FOR:

- 17 (1) Retaliation and/or Wrongful Termination in
18 Violation of *Labor Code* § 232.5;
19 (2) Retaliation and Wrongful Termination in
20 Violation of *Labor Code* § 1102.5;
21 (3) Retaliation and/or Wrongful Termination in
22 Violation of *Labor Code* § 6310;
23 (4) Retaliation and/or Wrongful Termination in
24 Violation of *Health and Safety Code* §
25 1278.5(b);
26 (5) Wrongful Termination in Violation of Public
27 Policy; and
28 (6) Private Attorney General Act.

Jury Trial Demanded

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1 **JURISDICTION AND VENUE**

2 1. This Court has jurisdiction over this action pursuant to California Constitution Article VI,
3 § 10, which grants the Superior Court "original jurisdiction in all causes except those given by statute to
4 other courts." The statutes under which this action is brought do not specify any other basis for jurisdiction.

5 2. This Court has jurisdiction over all Defendants because, based on information and belief,
6 each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise
7 intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the
8 California courts consistent with traditional notions of fair play and substantial justice.

9 3. Plaintiff has exhausted her administrative remedies by providing written notice to the
10 California Labor and Workforce Development Agency ("LWDA") within one year of the events alleged
11 herein, providing notice of the same to all parties simultaneously. Pursuant to Labor Code § 2699.3,
12 Plaintiff identified the specific provisions of the Labor Code Defendants violated, including §§ 232,
13 1102.5, and 6310, as well as the underlying factual basis for the alleged violations.

14 4. More than sixty-five (65) days have elapsed since the submission of the PAGA notice, and
15 the LWDA has not informed Plaintiff that it intends to investigate the alleged violations.

16 5. Venue is proper in this Court because, upon information and belief, one or more of the
17 named Defendants reside, transact business, or have offices in this county and the acts and omissions
18 alleged herein took place in this county.

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20 **THE PARTIES**

21 6. Plaintiff, Esmeralda Vasquez ("Plaintiff"), is and at all times relevant hereto was a resident
22 in the County of Los Angeles, in the State of California.

23 7. Defendant, The Practice OC, Inc. ("PRACTICE"), was and is, upon information and belief,
24 a California corporation whose employees are engaged in commerce throughout this County and the State
25 of California.

26 8. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the
27 fictitious names DOES 1–20 but prays for leave to amend and serve such fictitiously names Defendants
28 pursuant to California Code of Civil Procedure § 474, once their names and capacities become known.

9. Plaintiff is informed and believes, and thereon alleges, that DOES 1–20 are the partners, joint ventures, parent companies, owners, shareholders, or managers or employees of Defendants and, therefore, were acting on behalf of Defendants.

10. PRACTICE and DOES 1–20 will hereafter be collectively referred to as “Defendants.”

11. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants are in some manner intentionally, negligently, or otherwise responsible for the acts, occurrences, or transactions alleged herein.

12. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, all Defendants, each acting as the agent for the other, with legal authority to act on the other's behalf. The acts of Defendants were in accordance with and represent the official policy of Defendants.

13. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto and mentioned herein, each Defendants sued herein (both named and DOE Defendants) was the agent, servant, employer, partner, joint venturer, integrated enterprise, joint employer, contractor, contractee, partner, division owner, subsidiary, principal, division, alias, successor in interest, and/or alter ego with and/or of each of the remaining Defendants and was, at all times material hereto, acting within the purpose and scope of such agency, servitude, partnership, employment, integrated enterprise, contract, venture, ownership, subsidiary, principal, alias, and/or alter ego and with the authority, consent, approval, control, influence, and ratification of each remaining Defendants sued herein.

14. At all times herein mentioned, Defendants, and each of them, including DOES 1–20, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

FACTUAL ALLEGATIONS

15. Defendant PRACTICE is a healthcare provider specializing in rehabilitation services designed for licensed medical professionals who are recovering from substance use disorders. At all relevant times, Defendants were and are an employer with dozens of employees within the state of

1 California.

2 16. On or around April 2024, Plaintiff was hired by Defendants and given the title "Facility
3 Medical Support Staff." In practice, Plaintiff functioned as a medical assistant providing hands-on care to
4 patients in a treatment setting. While employed by Defendants, Plaintiff was a diligent and dependable
5 employee who consistently performed her job duties to Defendants' satisfaction. At no time prior to
6 Plaintiff's protected disclosures regarding unsafe working conditions had Defendants initiated termination
7 proceedings, placed Plaintiff on a performance improvement plan, or documented any intent to terminate
8 Plaintiff's employment. Plaintiff was regularly entrusted with independent patient care responsibilities,
9 including overnight shifts. Plaintiff worked out of Defendants' facility located at 30672 Paseo Del Niguel,
10 Laguna Niguel, California 92677.

11 17. As part of Plaintiff's job duties, Plaintiff was responsible for providing hands-on patient
12 care, including checking on patients, monitoring their condition, and administering medications.
13 Plaintiff's assigned duties did not include investigating, reporting, or escalating systemic staffing
14 deficiencies, facility-wide safety failures, or operational practices affecting employee working conditions
15 and was not acting pursuant to any assigned compliance or reporting role when she made the disclosures
16 described herein. Plaintiff nevertheless observed conditions at the facility, including chronic
17 understaffing, inadequate emergency communication resources, and insufficient on-site medical support,
18 that raised concerns regarding patient safety and employee health. Plaintiff's disclosures were based on
19 her direct, first-hand observations of patient acuity, staffing levels, emergency preparedness, and her
20 personal responsibility for patient transfers and monitoring during overnight shifts. Plaintiff did not offer
21 legal or regulatory conclusions but rather reported observable conditions that she reasonably believed
22 endangered patient safety and employee health.

23 18. During Plaintiff's employment, she began experiencing ongoing issues with her direct
24 supervisor. The working relationship became strained, and the environment grew increasingly tense.
25 Plaintiff reported these issues to management around August 2024.

26 19. After raising concerns about her supervisor, Plaintiff's treatment at work changed. She
27 began receiving unwarranted disciplinary write-ups and was criticized in ways she had not been before.

28 20. Separate from the issues with her supervisor, Plaintiff developed growing concerns

1 regarding patient care and safety at the facility. Plaintiff observed and raised concerns about insufficient
2 staffing during overnight shifts, the absence of a landline or other reliable emergency communication
3 system, and the failure to maintain adequate on-site medical personnel. Plaintiff disclosed that these
4 conditions created unsafe working conditions for employees, including Plaintiff, by requiring staff to work
5 alone, perform physically unsafe patient transfers, and respond to medical emergencies without adequate
6 support or resources. Based on these conditions, Plaintiff reasonably believed that Defendants were
7 operating in violation of applicable statutes, regulations, and professional standards intended to protect
8 patient safety and employee health. These conditions exposed Plaintiff to an increased risk of physical
9 injury in the course of her employment.

10 21. Beginning in or around mid-April 2025, and continuing thereafter through May 16, 2025,
11 Plaintiff disclosed to supervisory and management personnel concerns regarding understaffing, lack of
12 emergency communication resources, and insufficient on-site medical support, including in connection
13 with and following the patient incident. Plaintiff communicated that these conditions created unsafe
14 working conditions and posed a foreseeable risk of patient injury.

15 22. Despite Plaintiff's disclosures and requests for assistance, Defendants assigned Plaintiff
16 sole responsibility for multiple patients without adequate support. During the overnight shift spanning
17 May 14 into May 15, 2025, Plaintiff was working alone from approximately 7:00 p.m. to 7:00 a.m. when
18 a bed-bound patient fell. Plaintiff was required to rely on another patient to assist in lifting him due to the
19 lack of available staff. Plaintiff immediately reported the incident to supervisory personnel and requested
20 assistance, but no assistance was provided during her shift prior to the start of the next scheduled shift.
21 Upon returning the following night, Plaintiff again informed supervisory personnel that she required
22 assistance to safely care for the bed-bound patient due to the patient's weight and condition. Defendants
23 were therefore on notice of the unsafe working conditions before and after the incident occurred.

24 23. Plaintiff's disclosures concerned unsafe working conditions affecting both patient and
25 employee safety, including being required to perform physically hazardous patient handling without
26 assistance and to respond to patient needs while working alone during overnight shifts. Plaintiff made
27 these disclosures in good faith and with the reasonable belief that such conditions violated workplace
28 safety requirements and created a risk of harm to patients and staff.

1 24. The incident was not unexpected to Plaintiff. She had requested assistance and explained
2 that the patient's needs exceeded what could safely be managed under the circumstances. The incident left
3 Plaintiff shaken, not only because a patient was placed at risk, but because she had been required to work
4 under conditions she reasonably believed were unsafe and inadequate to provide proper care.

5 25. Within days of the patient incident and Plaintiff's complaints regarding the lack of
6 assistance, Plaintiff's employment was terminated. Plaintiff was informed that she was no longer needed,
7 and no legitimate, performance-based reason for the termination was provided. Defendants did not
8 document or communicate any basis for termination prior to Plaintiff's complaints, and any purported
9 justification was pretextual and offered only after the fact.

10 26. On or around May 19, 2025, Defendants terminated Plaintiff's employment. The
11 termination was abrupt and occurred without prior warning, discipline, or documented performance issues.
12 Plaintiff's termination was carried out in retaliation for her protected activity, including her complaints
13 regarding unsafe working conditions and patient safety concerns. Defendants' managing agents were
14 aware of Plaintiff's complaints and nevertheless approved, ratified, or failed to prevent the retaliatory
15 termination of Plaintiff's employment.

16 27. At all times, Defendants' conduct, as described above, was enacted maliciously,
17 fraudulently and in total disregard and oppression of Plaintiff's rights and welfare. As a result of these
18 circumstances, Plaintiff has been damaged economically by the loss of both her current and future
19 employment, benefits, and income with Defendants, as well as other opportunities for income and/or
20 benefits. As a direct result of Defendants' conduct, Plaintiff has also been damaged non-economically,
21 including both emotionally and physically, now and in the foreseeable future. The full extent of Plaintiff's
22 damages, all of which exceed the jurisdictional minimum of this court, will be subject to a matter of proof
23 at trial.

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FIRST CAUSE OF ACTION
RETALIATION AND/OR WRONGFUL TERMINATION
IN VIOLATION OF *LABOR CODE* § 232.5
(Against PRACTICE and DOES 1-20)

28. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

29. At all times herein mentioned, California Labor Code §232.5 et seq. were in full force and effect and were binding on Defendants. Under Labor Code §232.5(a), an employer may not “[r]equire, as a condition of employment, that an employee refrain from disclosing information about the employer’s working conditions.”

30. At all times herein mentioned, under Labor Code §232.5(b), an employer may not “[r]equire an employee to sign a waiver or other document that purports to deny the employee the right to disclose information about the employer’s working conditions.”

31. At all times herein mentioned, under Labor Code §232.5(c), an employer may not “[d]ischarge, formally discipline, or otherwise discriminate against an employee who discloses information about the employer’s working conditions.”

32. At all times herein mentioned, under Labor Code §232.5(d), “[t]his section is not intended to permit an employee to disclose proprietary information, trade secret information, or information that is otherwise subject to a legal privilege without the consent of his or her employer.”

33. As fully alleged above, Plaintiff disclosed information regarding Defendants’ working conditions, including chronic understaffing, unsafe staffing assignments, and conditions requiring employees to work alone, perform physically hazardous patient transfers without assistance, and respond to emergencies without adequate support or communication resources. Plaintiff’s disclosures concerned conditions affecting employee working conditions and were made outside the scope of her assigned job duties. Plaintiff engaged in protected activity within the meaning of Labor Code § 232.5. Plaintiff’s disclosures regarding Defendants’ working conditions were a motivating factor in Defendants’ decision to terminate her employment.

1 34. As a direct, legal and/or proximate result of the aforesaid acts of Defendants, Plaintiff has
2 suffered actual, consequential and incidental financial losses, including without limitation, loss of income,
3 earnings, salary and benefits, and the intangible loss of employment related opportunities in her field and
4 damage to her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff also
5 claims such amounts as damages pursuant to Civil Code §§ 3287, 3288 and/or any other laws providing
6 for prejudgment interest.

7 35. As a direct, legal and/or proximate result of Defendants' conduct, Plaintiff has sustained
8 and continues to suffer emotional distress and related emotional trauma, pain and suffering, personal
9 inconvenience, sickness and illness, etc. all to Plaintiff's damages in an amount to be shown according to
10 proof.

11 36. The conduct of Defendants in retaliating against Plaintiff and/or wrongfully terminating
12 her because she disclosed information about Defendants' working conditions, subjected Plaintiff to cruel
13 and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that
14 Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based
15 thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to
16 Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or
17 ratified by officers, directors or managing agents of the company and/or was the result of the application
18 of unlawful, malicious or oppressive policies. As a consequence of the aforesaid oppressive, malicious,
19 and despicable conduct, Plaintiff is entitled to an award of punitive damages against Defendants in a sum
20 to be shown according to proof at trial.

21 37. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
22 attorneys to prosecute her claims herein, and has incurred and is expected to continue to incur attorneys'
23 fees and costs in connection therewith. As a result, pursuant to Labor Code §§ 2699(g) and 2699.5, and/or
24 Code of Civil Procedure §1021.5, Plaintiff is entitled to recover attorneys' fees and costs.

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SECOND CAUSE OF ACTION
RETALIATION AND/OR WRONGFUL TERMINATION
IN VIOLATION OF LABOR CODE § 1102.5
(Against PRACTICE and DOES 1–20)

38. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

39. At all times herein mentioned, California *Labor Code* § 1102.5 et seq. was in full force and effect and binding on Defendants.

40. Under California *Labor Code* § 1102.5 (a), it is unlawful for any employer, or any person acting on behalf of the employer, to “make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.”

41. Under California *Labor Code* § 1102.5 (b), “an employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties”

42. At all times herein mentioned, under *Labor Code* § 1102.5(c), an employer “shall not

1 retaliate against an employee for refusing to participate in an activity that would result in a violation of
2 state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.”

3 43. At all times herein mentioned, *Labor Code* §§ 232.5 and 6310, and other relevant statutes
4 were in full force and effect and were binding on Defendants, and each of them. At all relevant times,
5 Plaintiff disclosed information to supervisory and management personnel with authority over her
6 employment and working conditions regarding conditions she reasonably believed constituted violations
7 of state and federal statutes, rules, and regulations governing workplace safety, healthcare staffing, and
8 patient care. Plaintiff further refused to participate in conduct she reasonably believed would result in
9 violations of such laws, including performing physically hazardous patient transfers and responding to
10 medical emergencies without adequate staffing or support. Plaintiff’s disclosures and refusals were
11 protected activity within the meaning of *Labor Code* § 1102.5.

12 44. Plaintiff alleges that her protected disclosures and refusals were a contributing factor in
13 Defendants’ decision to terminate her employment. Plaintiff’s protected activity need not have been the
14 sole or primary reason for the termination, and Defendants violated *Labor Code* § 1102.5 by retaliating
15 against Plaintiff for engaging in such protected conduct.

16 45. As a direct and proximate result of Defendants’ conduct, Plaintiffs has suffered and
17 continues to suffer actual, consequential and incidental financial losses, including without limitation, loss
18 of income, earnings, salary and benefits, and the intangible loss of employment related opportunities in
19 her field and damage to her professional reputation, the exact amount of which is not yet known and will
20 be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages pursuant
21 to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest.

22 46. As a direct and proximate result of Defendants’ conduct, Plaintiff has sustained and
23 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
24 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
25 personal inconvenience, sickness and illness, all to Plaintiff’s damages in an amount according to proof.

26 47. The conduct of Defendants in retaliating against Plaintiff and wrongfully terminating her
27 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff’s rights, as it was
28 anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is

1 informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done
2 with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent, and/or oppressive conduct
3 was engaged in, authorized, or ratified by officers, directors, or managing agents of the company and/or
4 was the result of unlawful, malicious, or oppressive policies. As a consequence of the aforesaid oppressive,
5 malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages against Defendants
6 in a sum to be shown according to proof at trial pursuant to *Civil Code* § 3294.

7 48. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
8 attorneys to prosecute her claims herein and has incurred and is expected to continue to incur attorneys'
9 fees and costs in connection therewith. As a result, pursuant to *Labor Code* § 1102.5(j), Plaintiff is entitled
10 to recover attorneys' fees and costs.

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12 **THIRD CAUSE OF ACTION**
13 **RETALATION AND/OR WRONGFUL TERMINATION**
14 **IN VIOLATIOF OF *LABOR CODE* § 6310**
15 **(Against PRACTICE and DOES 1–20)**

16 49. As a separate and distinct cause of action, Plaintiff complains and realleges all the
17 allegations contained in this complaint and incorporates them by reference into this cause of action as
18 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

19 50. At all times herein mentioned, California Labor Code § 6310 was in full force and effect,
20 and was binding on Defendants. Under Labor Code § 6310, it is unlawful for an employer to discharge or
21 discriminate against an employee in any manner because the employee made any oral or written complaint
22 to his or her employer regarding the employees' belief that the employer is unlawfully committing health
23 or safety violations in the workplace.

24 51. At all times herein mentioned, believed that Defendants to be in violation of a variety of
25 statutes, including, but not limited to, Labor Code §§ 232.5 and 1102.5, among other related criminal
26 and/or civil statutes. Based on this good faith and reasonable belief, Plaintiff complained to Defendants
27 about such violations. In response, and, at least in parts, as a result of her complaints and/or the anticipation
28 of her complaints, Defendants retaliated against Plaintiff and wrongfully terminated Plaintiff based on

1 false, illegitimate and pretextual reasons all in violation of Labor Code § 6310.

2 52. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
3 continues to suffer actual, consequential and incidental financial losses, including without limitation, loss
4 of income, earnings, salary and benefits, and the intangible loss of employment related opportunities in
5 her field and damage to her professional reputation, the exact amount of which is not yet known and will
6 be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages pursuant
7 to Civil Code §§ 3287, 3288 and/or any other laws providing for prejudgment interest, all in an amount
8 according to proof.

9 53. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
10 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
11 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
12 personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount to be shown
13 according to proof.

14 54. The conduct of Defendants in retaliating against Plaintiff and wrongfully terminating her
15 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was
16 anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is
17 informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done
18 with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent, and/or oppressive conduct
19 was engaged in, authorized, or ratified by officers, directors, or managing agents of the company and/or
20 was the result of unlawful, malicious, or oppressive policies. As a consequence of the aforesaid oppressive,
21 malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages against Defendants
22 in a sum to be shown according to proof at trial.

23 55. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
24 attorneys to prosecute her claims herein, and has incurred and is expected to continue to incur attorneys'
25 fees and costs in connection therewith. This action will also result in the enforcement of the constitutional
26 right to enjoying life and liberty, and pursuing and obtaining safety, all of which are important rights
27 affecting the public interest. As a result, Plaintiff's attorneys' fees incurred while pursuing such claims
28 should not, in the interest of justice, be paid out of the recovery. Accordingly, Plaintiff has incurred and

1 continues to incur legal expenses and attorneys' fees which Plaintiff is entitled to recover pursuant to
2 Labor Code §§ 2699(g) and 2699.5, and/or Code of Civil Procedure § 1021.5.

3
4 **FOURTH CAUSE OF ACTION**

5 **RETALIATION AND/OR WRONGFUL TERMINATION**
6 **IN VIOLATION OF *HEALTH AND SAFETY CODE* § 1278.5**

7 **(Against PRACTICE and DOES 1–20)**

8 56. As a separate and distinct cause of action, Plaintiff complains and realleges all the
9 allegations contained in this complaint and incorporates them by reference into this cause of action as
10 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

11 57. At all times herein mentioned, California Health & Safety Code § 1278.5 was in full force
12 and effect and was binding on Defendants. Under Health & Safety Code § 1278.5(b)(1), it is unlawful for
13 any employer to discriminate or retaliate against an employee in any manner because the employee made
14 any oral or written complaint to his or her employer regarding a patient health or safety issues and/or
15 because the employee initiated and/or cooperated with an investigation into a patient health or safety
16 allegation conducted by the agency responsible for investigating and/or addressing the same.

17 58. At all times, Plaintiff was an employee of Defendants, a health facility as defined by
18 California Health & Safety Code § 1250 et seq., thus was subject to the protections afforded her under
19 California Health & Safety Code § 1278.5(b)(1)(A).

20 59. During Plaintiff's employment with Defendants, Plaintiff witnessed what she reasonably
21 believed to be, and, in fact, were unsafe and/or inadequate patient care or conditions, all to the effect of
22 creating an environment that placed patients at risk of physical harm.

23 60. At all times here, Plaintiff alleges that she complained of inadequate patient care, chronic
24 understaffing, and failure to maintain the required medical personnel on site to Defendants. In response
25 and, at least in part, as a result of her complaints and reports of such patient safety issues, Defendants
26 retaliated against Plaintiff, by falsely writing her up, and then subsequently wrongfully terminating her as
27 alleged herein, among other adverse employment action Defendants committed in retaliation for her
28 complaints, all in direct violation of California Health & Safety Code § 1278.5.

1 61. Defendants unjustifiably disciplined, and wrongfully terminated Plaintiff within 120 days
2 of her complaint(s) to Defendants; thus, under California Health & Safety Code §1278.5(d), there is a
3 rebuttable presumption that Defendants' acts were retaliatory. By retaliating against Plaintiff via
4 Plaintiff's false write-ups, actual wrongful termination of Plaintiff and other adverse employment actions,
5 Defendants violated Health & Safety Code §1278.5(b)(1)(A).

6 62. As a direct, legal, and/or proximate result of the aforesaid acts of Defendants, Plaintiff has
7 suffered actual, consequential, and incidental financial losses, including, without limitation, loss of
8 income, earnings, salary and benefits, and the intangible loss of employment-related opportunities in her
9 field and damage to her professional reputation, all in an amount subject to proof at the time of trial.
10 Plaintiff claims such amounts as damages, including all prejudgment interest on the same.

11 63. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained
12 and continues to suffer severe emotional and physical injury, including related emotional distress,
13 emotional trauma, pain and suffering, personal injury, personal inconvenience, sickness, and illness, etc.,
14 all to Plaintiff's damages in an amount to be shown according to proof.

15 64. The conduct of Defendants in retaliating against Plaintiff and wrongfully terminating her
16 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was
17 anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is
18 informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done
19 with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent, and/or oppressive conduct
20 was engaged in, authorized, or ratified by officers, directors, or managing agents of the company and/or
21 was the result of unlawful, malicious, or oppressive policies. As a consequence of the aforesaid oppressive,
22 malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages against Defendants
23 in a sum to be shown according to proof at trial.

24 65. In addition to all consequently, incidental, general and/or special damages Plaintiff has
25 suffered and is owed due to Defendants' conduct alleged herein, Plaintiff has incurred and continues to
26 incur legal expenses and attorneys' fees which she is also entitled to recover pursuant to Health & Safety
27 Code § 1278.5 (g).

1 **FIFTH CAUSE OF ACTION**

2 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

3 **(Against PRACTICE and DOES 1-20)**

4 66. As a separate and distinct cause of action, Plaintiff complains and realleges all the
5 allegations contained in this complaint and incorporates them by reference into this cause of action as
6 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

7 67. During Plaintiff's employment with Defendants, Plaintiff made complaints to Defendants
8 regarding unsafe working conditions, inadequate patient care, and failure to maintain required medical
9 personnel on site. In response to Plaintiff's various protected activities, all described herein, Defendants
10 made the decision to wrongfully terminate instead of addressing her complaints.

11 68. At all times herein mentioned, California Health & Safety Code § 1278.5, together with
12 Labor Code sections 232.5, 1102.5, and 6310, embodied and continues to embody fundamental public
13 policies prohibiting employers from retaliating against employees who disclose unsafe working
14 conditions, advocate for patient safety, refuse to engage in unsafe or unlawful conduct, or raise workplace
15 health and safety concerns. These statutes reflect well-established public policies designed to protect
16 employee safety, patient safety, and the public at large. Defendants violated these public policies by
17 terminating Plaintiff because she complained about unsafe working conditions, raised patient safety
18 concerns, and refused to perform work she reasonably believed endangered patient and employee safety.

19 69. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
20 continues to suffer actual, consequential and incidental financial losses, including without limitation, loss
21 of income, earnings, salary and benefits, and the intangible loss of employment related opportunities in
22 her field and damage to her professional reputation, the exact amount of which is not yet known and will
23 be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages pursuant
24 to Civil Code §§ 3287, 3288 and/or other provisions of law providing for prejudgment interest.

25 70. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained
26 and continues to suffer emotional injuries, emotional distress and physical injuries, including related
27 emotional and physical trauma, pain and suffering, personal injury, personal inconvenience, sickness and
28 illness, etc., all to Plaintiff's damages in an amount to be shown according to proof at trial.

1 71. The conduct of Defendants wrongfully terminating Plaintiff subjected Plaintiff to cruel and
2 unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that
3 Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based
4 thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to
5 Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or
6 ratified by officers, directors or managing agents of the corporation and/or was the result of the application
7 of unlawful, malicious or oppressive policies and procedures. As a consequence of the aforesaid
8 oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages in a
9 sum to be shown according to proof at trial.

10 72. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she
11 is entitled to recover pursuant to Code of Civil Procedure §1021.5.

12
13 **SIXTH CAUSE OF ACTION**
14 **PRIVATE ATTORNEY GENERAL ACT**
15 **(Against PRACTICE and DOES 1-20)**

16 73. As a separate and distinct cause of action, Plaintiff complains and realleges all the
17 allegations contained in this complaint and incorporates them by reference into this cause of action as
18 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

19 74. Under Labor Code § 2699, Plaintiff, as an aggrieved employee, may bring an action against
20 Defendants on behalf of herself, the State of California, and other current or former aggrieved employees
21 seeking statutory civil penalties for Defendants' violations of the California Labor Code.

22 75. Plaintiff was and is an "aggrieved employee" within the meaning of Labor Code § 2699(c)
23 because she was employed by Defendants and personally suffered one or more of the Labor Code
24 violations alleged herein.

25 76. Plaintiff seeks civil penalties only for violations personally suffered by Plaintiff and by
26 other aggrieved employees arising from the same alleged Labor Code violations pled herein and described
27 in Plaintiff's notice to the Labor and Workforce Development Agency ("LWDA"), consistent with Labor
28 Code § 2699(a), as amended.

1 77. Defendants violated multiple provisions of the California Labor Code, including Labor
2 Code §§ 1102.5, 6310, and 232.5, which prohibit retaliation against employees who report unlawful
3 conduct, unsafe working conditions, or discuss working conditions.

4 78. As described herein, Plaintiff reported unsafe working conditions and unlawful conduct
5 occurring at Defendants' workplace, including systemic understaffing, the failure to maintain appropriate
6 licensed medical personnel on-site, and the absence of reliable emergency communication systems.
7 Plaintiff also reported a workplace incident involving a patient requiring assistance where no staff support
8 was provided, resulting in injury to the patient. Shortly after making these protected complaints, Plaintiff
9 was subjected to adverse employment actions, including termination, in violation of the above-referenced
10 Labor Code provisions.

11 79. On July 18, 2025, more than 65 calendar days before filing this Complaint, Plaintiff
12 provided written notice of the alleged violations to the LWDA through its online PAGA filing portal and
13 served notice via certified mail on Defendants identifying the specific provisions of the California Labor
14 Code that were violated, thereby satisfying the requirements of Labor Code § 2699.3.

15 80. As of the filing of this Complaint, Plaintiff has not received any notice from the LWDA
16 that it intends to investigate or prosecute the alleged violations. Consequently, Plaintiff may commence
17 this civil action pursuant to Labor Code § 2699.3.

18 81. As a direct and proximate result of Defendants' Labor Code violations, Plaintiff and other
19 aggrieved employees are entitled to recover civil penalties pursuant to Labor Code § 2699(f) and other
20 applicable provisions. For violations not otherwise specifically penalized, Plaintiff seeks civil penalties in
21 the amount of \$100 per aggrieved employee per pay period for the initial violation and \$200 per aggrieved
22 employee per pay period for each subsequent violation, subject to any applicable adjustments, reductions,
23 or limitations under the PAGA amendments effective June 19, 2024.

24 82. Plaintiff is entitled to recover reasonable attorney's fees and costs pursuant to Labor Code
25 § 2699(g)(1). Plaintiff and other aggrieved employees are also entitled to their statutory share of any civil
26 penalties recovered in this action pursuant to Labor Code § 2699(i).

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