

1 **MANAHAN O'DELL LLP**

2 Amanda E. Manahan (SBN 199197)

3 amanahan@manahanodell.com

4 Shaheen Anthony Etemadi (SBN 319138)

5 setemadi@manahanodell.com

6 7700 Irvine Center Drive, Suite 180

7 Irvine, California 92618

8 Tel: (949) 799-8002

9 Attorneys for Plaintiff

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 HELEN BACA, solely on behalf of all other
13 aggrieved employees,

14 Plaintiff,

15 v.

16 AHMC WHITTIER HOSPITAL MEDICAL
17 CENTER LP; and DOES 1 through 10,
18 inclusive,

19 Defendants.
20 ,

Case No. **25NWCV03321**

**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 HELEN BACA (“Plaintiff”), solely on behalf of all other aggrieved employees,
2 hereby brings this Representative PAGA Complaint against AHMC WHITTIER HOSPITAL
3 MEDICAL CENTER LP and DOES 1 through 10 inclusive (collectively, “Defendants” or “AHMC”),
4 and hereby alleges with knowledge with respect to his own acts and on information and belief as to
5 other matters as follows:

6 **INTRODUCTION**

- 7 1. AHMC owns/operates the Whittier Hospital Medical Center in Whittier, California.
- 8 2. Plaintiff brings this action solely on behalf of all other current and former employees
9 of Defendants employed in California during the PAGA Period, including exempt, non-exempt, and/or
10 misclassified employees (collectively, “Aggrieved Employees”). The term “PAGA Period” is defined
11 as commencing from one year prior to the submission of Plaintiff’s notice of Labor Code violations
12 to the Labor and Workforce Development Agency (“LWDA”) and Defendants through the date of
13 final judgment.
- 14 3. This representative action is brought under, *inter alia*, the California Industrial Welfare
15 Commission (“IWC”) Wage Orders and applicable provisions of the California Code of Regulations,
16 California Code of Civil Procedure § 1021.5, and Labor Code §§ 204, 206, 210, 221, 223, 224, 226,
17 226.3, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 1199.
- 18 4. 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 timely pay all wages due upon separation of
23 employment, failing to provide accurate itemized wage statements, and failing to maintain accurate
24 records.
- 25 5. Accordingly, Plaintiff brings this representative action for recovery of civil penalties
26 and injunctive relief under Labor Code §§ 2698 *et seq.*

27 **JURISDICTION AND VENUE**

- 28 6. 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 7. 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 8. 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, Defendants employed Plaintiff
12 as a non-exempt employee.

13 9. Defendant AHMC WHITTIER HOSPITAL MEDICAL CENTER LP is a California
14 limited partnership. AHMC WHITTIER HOSPITAL MEDICAL CENTER LP is, and at all relevant
15 times was, an employer subject to California state wage and hour laws. Plaintiff is informed, believes,
16 and thereon alleges that the practices and policies AHMC WHITTIER HOSPITAL MEDICAL
17 CENTER LP that are complained of by way of this Complaint were implemented during the PAGA
18 Period.

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

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

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

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

11 **GENERAL ALLEGATIONS**

12 14. Defendants have consistently maintained and enforced unlawful employment practices
13 and policies against Plaintiff and other Aggrieved Employees which violate the Labor Code and IWC
14 Wage Orders.

15 15. **Unpaid Wages:** During the PAGA Period, Defendants failed to pay Plaintiff and other
16 Aggrieved Employees minimum, regular, overtime, and/or double time wages for all hours worked at
17 the legally mandated rates. During the PAGA Period, Plaintiff and other Aggrieved Employees
18 regularly worked more than eight (8), 10, and/or 12 hours per workday and/or over 40 hours per
19 workweek. During the PAGA Period, Defendants required Plaintiff and other Aggrieved Employees
20 to complete work-related tasks off the clock, including communicating with Defendants and working
21 through meal periods. Accordingly, Defendants failed to pay Plaintiff and other Aggrieved Employees
22 the proper minimum, regular, overtime, and/or double time wages for all hours worked in violation of
23 Labor Code §§ 204, 206, 210, 510, 558, 1182.12, 1194, 1194.2, 1197, and 1198, and the applicable
24 IWC Wage Orders and California Code of Regulations.

25 16. **Meal Period Violations:** During the PAGA Period, Defendants failed to authorize and
26 permit and/or make available to Plaintiff and other Aggrieved Employees timely off-duty 30-minute
27 meal periods within the appropriate time intervals required by Labor Code § 512 and § 11 of the
28 applicable IWC Wage Order(s). Specifically, Plaintiff and other Aggrieved Employees frequently had

1 their meal periods shortened, interrupted, late, and/or missed altogether due to Defendants'
2 policies/practices, including understaffing and prioritizing work demands over taking compliant
3 breaks. Defendants also failed to authorize and permit and/or make available to Plaintiff and other
4 Aggrieved Employees second meal periods when they worked more than 10 hours. Defendants failed
5 to authorize and permit and/or make available to aggrieved employees timely, uninterrupted off-duty
6 meal periods for at least 30 minutes when they worked more than five (5) hours and/or 10 hours in a
7 workday, and failed to compensate Plaintiff and other Aggrieved Employees with an additional hour
8 of pay at their regular rate of pay for every day in which they were denied a compliant meal period, in
9 violation of Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders.

10 17. **Rest Period Violations:** During the PAGA Period, Defendants failed to authorize and
11 permit and/or make available ten-minute rest periods for every four (4) hours or major fraction thereof
12 worked. Defendants failed to implement a compliant rest break policy and/or practice, and failed to
13 provide uninterrupted, off-duty 10-minute rest breaks. Plaintiff and other Aggrieved Employees
14 regularly missed their rest breaks or had them interrupted or governed by Defendants' practices and
15 policies. Specifically, Plaintiff worked 12-hour shifts but was only permitted to take one 10-minute
16 rest period during her shifts. Notwithstanding the above rest break violations, Defendants failed to
17 compensate Plaintiff and other Aggrieved Employees with an additional hour of pay at their regular
18 rate of pay for every day in which they suffered a rest period violation. Accordingly, Defendants
19 violated Labor Code § 226.7 and the applicable IWC Wage Orders.

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

26 19. **Wage Statement Violations:** Defendants knew or should have known that Plaintiff
27 and other Aggrieved Employees were entitled to receive complete and accurate wage statements. In
28 violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were

1 not furnished with complete and accurate wage statements that show all information required by Labor
2 Code §§ 226 *et seq.*, including, but not limited to, the gross and net wages earned, the total hours
3 worked, all applicable hourly rates in effect during the pay period, and the corresponding number of
4 hours worked at each hourly rate.

5 20. **Failure to Keep Accurate Records:** Defendants knew or should have known that
6 Defendants were required to keep accurate records of the hours worked by Plaintiff and other
7 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records
8 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,
9 and/or omissions described throughout this Complaint. For example, Defendants failed to provide
10 Plaintiff and other Aggrieved Employees with the ability to record their meal periods.

11 21. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
12 willful.

13 **FIRST CAUSE OF ACTION**

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

15 **(Against All Defendants)**

16 22. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though
17 fully set forth herein.

18 23. On July 8, 2025, Plaintiff notified Defendants, via certified mail, and the California
19 Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of
20 the California Labor Code and Plaintiff's intent to bring a claim for injunctive relief and civil penalties
21 under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code
22 identified in this Complaint. Now that sixty-five days have passed from Plaintiff notifying Defendants
23 of these violations, Plaintiff has exhausted the administrative requirements for bringing a claim under
24 the Private Attorneys General Act with respect to the violations alleged in this Complaint.

25 24. Defendants have committed several Labor Code violations against Plaintiff and other
26 Aggrieved Employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698
27 *et seq.*, acting on behalf of other Aggrieved Employees, brings this representative action against
28 Defendants to recover the civil penalties due to other Aggrieved Employees and the State of California

1 according to proof, including, but not limited to: (1) \$100.00 for each initial violation for each failure
2 to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation
3 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
4 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
5 pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation; and
6 \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period;
7 and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee
8 per pay period for those violations of the Labor Code for which no civil penalty is specifically
9 provided, based on the following Labor Code violations:

10 (a) Violation of Labor Code §§ 201-204, 210, 221, 223, 224, 227.3, 510, 558, 1194,
11 1197, 1197.1, and 1198 for failure to timely pay all earned wages owed to Plaintiff and other
12 Aggrieved Employees during employment and upon separation of employment;

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

17 (c) Violation of Labor Code §§ 226.7, 512, and 558 for failing to provide meal
18 periods as required by law and failing to pay meal period premiums to Plaintiff and other Aggrieved
19 Employees at these employees' respective regular rates of compensation for meal period violations;

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

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

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

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

27 25. Under Labor Code §§ 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to recover civil
28 penalties on behalf of all other Aggrieved Employees and the State of California, in addition to public

1 injunctive relief, for the alleged foregoing violations of the Labor Code.

2 26. Under Labor Code §§ 2699(g) and 2802(c) and California Code of Civil Procedure §
3 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff prays for judgment against Defendants, jointly and severally, as
6 follows:

7 1. For civil penalties due to other Aggrieved Employees and the State of California
8 according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to:
9 (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
10 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure
11 to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial
12 violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay
13 period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to
14 Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00
15 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5)
16 \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period
17 for those violations of the Labor Code for which no civil penalty is specifically provided;

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

19 3. For prejudgment interest, as permitted by law;

20 4. For attorneys' fees and costs as permitted by law, including under Labor Code §§ 2698
21 *et seq.* and Code of Civil Procedure § 1021.5; and

22 5. For such other and further relief the Court may deem just and proper.

23
24 Dated: August 5, 2025

MANAHAN O'DELL LLP

25
26 By: Shaheen Anthony Etemadi

27 Shaheen Anthony Etemadi
28 Attorneys for Plaintiff