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Sandra D. Augustus and David M. Augustus

ELECTRONICALLY FILED
Superior Court of California
County of Marin
09/14/2026
James M. Kim, Clerk of the Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN, UNLIMITED CIVIL DIVISION

SANDRA D. AUGUSTUS, AN INDIVIDUAL; AND DAVID M. AUGUSTUS, AN INDIVIDUAL,

Plaintiffs,

v.

MARIN GENERAL HOSPITAL, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION, DOING BUSINESS AS MARINHEALTH MEDICAL CENTER; SYLVIA YI, AN INDIVIDUAL; AND DOES 1 THROUGH 50, INCLUSIVE,

Defendants.

CASE NO. CV0010565

FIRST AMENDED VERIFIED COMPLAINT FOR DAMAGES AND CIVIL PENALTIES

1. **RETALIATION (LAB. CODE § 1102.5);**
2. **RETALIATION (HEALTH & SAF. CODE § 1278.5);**
3. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
4. **AGE DISCRIMINATION (GOV. CODE §§ 12940(a), 12941);**
5. **RETALIATION (GOV. CODE § 12940(h));**
6. **FAILURE TO PREVENT (GOV. CODE § 12940(k));**
7. **DEFAMATION *PER SE* (CIV. CODE §§ 45, 45A, 46);**
8. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;**
9. **LOSS OF CONSORTIUM;**
10. **PAGA CIVIL PENALTIES (LAB. CODE § 2698 et seq.)**

DEMAND FOR JURY TRIAL

Complaint Filed: July 6, 2026

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Plaintiffs Sandra D. Augustus, R.N., and David M. Augustus ("Plaintiffs") allege as follows against Defendants Marin General Hospital, doing business as MarinHealth Medical Center, Sylvia Yi, and Does 1 through 50, inclusive:

INTRODUCTION

1. This action arises from the termination of a sixty-two-year-old registered nurse after thirty-six years of service to the same hospital, in the months following identified patient-safety and legal-compliance disclosures she made to the same managers who then investigated and discharged her. The Hospital attributed the discharge to fraud, falsification of a medical record, and an asserted HIPAA violation. Plaintiffs allege facts showing that those accusations were knowingly or recklessly false. The Hospital knew that the timekeeping and documentation systems on which the accusations rested were unreliable; Yi requested termination on June 4, 2025; its Vice President of Human Resources approved the separation on June 5; the Hospital prepared her exit packet and final paychecks; and it interviewed her on June 12; it never interviewed the two treating-team witnesses who corroborated her account; it took none of the regulatory or compliance steps one would expect to accompany the serious privacy violation it later asserted; and it continued to publish the accusations after management and the Hospital's governing body received written evidence of their falsity. The Hospital then placed a materially younger, less senior nurse, on information and belief, in the Clinical Nurse III position Ms. Augustus had held in the Cath Lab. After accusing Ms. Augustus of an asserted HIPAA violation, the Hospital itself produced unredacted medical information concerning numerous unrelated patients, while other patient-information incidents reported internally during the same period were handled through a materially different process.

2. For thirty-six years, from February 17, 1989 until June 12, 2025, Plaintiff Sandra Denise Augustus, R.N., served the patients of Marin County as a registered nurse at Marin General Hospital, doing business as MarinHealth Medical Center (the "Hospital"), and for the years preceding her discharge as a nurse in its cardiac catheterization laboratory. She rose to Clinical Registered Nurse III, Step 11. She became the most senior nurse in the Cath Lab. Year after year, in public filings made to the Internal Revenue Service under penalty of perjury, the Hospital identified Ms. Augustus among its highest-compensated employees, appearing for decades on the same Form 990 compensation schedules that identified the Hospital's senior executives, physician leaders, and key employees. Thirteen months before terminating her, it rated her performance "Exemplary."

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3. The Hospital ended that career over minutes of standby time worth approximately $43. The Hospital's characterization escalated with the consequence it sought to justify. When the issue was pay, it called the discrepancy timecard fraud. When the issue was professional integrity, it called the same event "fraudulent charting." When the consequence became immediate discharge, the same event was characterized as an egregious HIPAA violation. But each label rested on the same defective premise: a timekeeping and documentation system the Hospital knew was unreliable. The time clock at the Cath Lab entrance had malfunctioned, was removed, and had not been replaced, even though the Hospital's own time-clock location records continued to identify that entrance as an active timekeeping location. With no functioning clock at the entrance used by Cath Lab staff, employees were left to submit manual exception reports after the fact. The Hospital also knew that its timekeeping devices were not synchronized to a single authoritative hospital clock; by its own admission, the clocks could run minutes apart, and witness testimony confirms a recurring two-to-three-minute lag in the system.

4. The Hospital nonetheless treated imperfect timekeeping records, badge-swipe data, and inconsistent clinical chart entries as exact. The sequence preceded the termination: the termination came after Ms. Augustus supported protected labor activity before the National Labor Relations Board, after she renewed her objections to unsafe staffing and to unlawful documentation practices, after Yi warned her that "all good things come to an end," and days before the Hospital circulated to her department, for the first time, the very policies it claimed she had violated.

5. The Hospital then made its decision-maker the judge of her own decision. Defendant Sylvia Yi, the Hospital's Manager of Employee and Labor Relations, conducted the investigation, decided the termination, and then presided over both steps of the grievance challenging that termination. In the course of that process, she published written accusations, to union representatives and to individuals with no role in the grievance, that Ms. Augustus had engaged in "fraudulent charting" and committed an asserted HIPAA violation. Those accusations were false. They charged a registered nurse with dishonesty and professional misconduct incompatible with her profession. And they have followed Ms. Augustus beyond the termination of a career that, thirteen months earlier, the Hospital itself had described as exemplary.

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6. The Hospital's contemporaneous conduct did not correspond to the gravity of the violation it later described. Yi wrote that if the issue had been "only the time card falsification," the Hospital "would not terminate her for that" and "would have issued progressive discipline, but not termination." Yi identified the asserted HIPAA violation as the reason termination, rather than progressive discipline, was imposed. The Hospital has identified no contemporaneous privacy-compliance assessment, breach analysis, patient notification, regulatory report, or referral to the Board of Registered Nursing arising from Ms. Augustus's conduct. Nor did it interview the percipient treating-team witnesses identified in its record of the procedure.

7. The contractual grievance process confirmed rather than cured the defect. The collective bargaining agreement between the Hospital and the California Nurses Association, the union representing MarinHealth registered nurses, required just cause and due process before discipline or discharge.

8. It also required any discharge grievance to be presented within seven calendar days and established an escalating review structure: Step One before management and Human Resources; Step Two before the Vice President of Nursing Services or a designee; and Step Three by appeal to either the Board of Directors or an impartial arbitrator. The California Nurses Association timely protested Ms. Augustus's discharge. But the Hospital did not provide meaningful escalation. Defendant Yi issued the Step One response defending the termination she had investigated and advanced. She then controlled the Step Two process as well, refused to recuse herself, and declared herself "the most qualified" person to adjudicate the grievance because she possessed the very facts and information she had used to justify the discharge. The process therefore became review by the original decision-maker, not the independent contractual safeguard the agreement promised.

9. With Step One and Step Two controlled by the same Human Resources official who investigated, recommended, defended, and adjudicated the termination, Ms. Augustus sought Board-level review consistent with the agreement's remaining internal-review path. Within seven calendar days of Yi's final refusal to recuse herself or provide a meaningful Step Two review, Ms. Augustus filed a formal charge with National Labor Relations Board Region 20 alleging retaliation for protected labor activity. The next day, through counsel, she served a formal whistleblower complaint and demand by certified mail and email on the Hospital's President, Human Resources leadership, and the members of the MarinHealth Boards.

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10. The complaint identified the retaliation, the defamatory accusations, the compromised grievance process, the collective bargaining violations, and the Hospital's exposure under state and federal whistleblower law. It requested a written response by August 4, 2025. No response came. No investigation was commenced. No retraction issued. No neutral review ordered. The governing body took no corrective action after receiving that notice. Plaintiffs therefore bring this action for the remedies California law provides compensation for the career, income, and reputation the Hospital took from Ms. Augustus; civil penalties for the Labor Code violations its systems produced; and exemplary damages for malice, oppression, and fraud authorized or ratified at the highest level of the institution.

PARTIES

11. Plaintiff SANDRA DENISE AUGUSTUS ("Ms. Augustus" or "Plaintiff") is, and at all relevant times was, a resident of Napa County, California, and a registered nurse licensed in good standing by the California Board of Registered Nursing. She was born in March 1963, was 62 years of age at the time of her termination and is now 63 years of age. She was continuously employed by the Hospital from on or about February 17, 1989 until her termination on June 12, 2025, most recently as a Clinical Registered Nurse III, Step 11, in the cardiac catheterization laboratory at 250 Bon Air Road, Greenbrae, California.

12. Plaintiff DAVID AUGUSTUS ("Mr. Augustus") is, and at all relevant times was, a resident of Napa County, California. He is a retired law-enforcement officer who served the people of Marin County with the Marin County Sheriff's Department. He has been married to Ms. Augustus since August 19, 1989. He sues solely in his individual capacity for loss of consortium.

13. Defendant MARIN GENERAL HOSPITAL, doing business as MARINHEALTH MEDICAL CENTER (the "Hospital"), is a California nonprofit public benefit corporation with its principal place of business at 250 Bon Air Road, Greenbrae, County of Marin, California. At all relevant times the Hospital was Ms. Augustus's employer within the meaning of the Fair Employment and Housing Act, the Labor Code, and Health and Safety Code section 1278.5, and was a "health facility" within the meaning of Health and Safety Code section 1250.

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14. Defendant SYLVIA YI ("Yi") is an individual who, at all relevant times, was employed by the Hospital as its Manager of Employee and Labor Relations and acted within the course and scope of that employment and, as to the intentional torts alleged herein, also for her own account and with her own malice. In that position, the Hospital vested in Yi substantial discretionary authority over its employee and labor relations, including workplace investigations, discipline, terminations, and grievance adjudications, and Yi exercised that authority with independent judgment and without meaningful review, thereby determining corporate policy respecting discipline and termination, as further alleged in paragraphs 140 and 141. Yi is sued individually on the Seventh, Eighth, and Ninth Causes of Action only.

15. The true names and capacities of Defendants DOES 1 through 50 are unknown to Plaintiffs, who will amend this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and believe that each fictitiously named Defendant is responsible in some manner for the conduct alleged herein and proximately caused Plaintiffs' damages.

16. At all relevant times, each Defendant was the agent, servant, or employee of each other Defendant and acted within the course and scope of that agency or employment, and each Defendant authorized or ratified the conduct of each other Defendant, as further alleged in paragraphs 123 through 131.

JURISDICTION AND VENUE

17. This Court has subject matter jurisdiction under article VI, section 10 of the California Constitution. The amount in controversy exceeds the jurisdictional minimum for an unlimited civil case. Every cause of action pleaded herein arises exclusively under California statutory and common law and rests on rights that are independent of any collective bargaining agreement and that are pleaded, and will be proven, without interpretation of any such agreement. No cause of action seeks relief under federal law or depends on federal law as a necessary element. References to federal statutes, regulations, and proceedings are pleaded only as factual predicates, evidence of protected activity, evidence of pretext, or sources of public policy where California law permits.

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18. Venue is proper in the County of Marin under Code of Civil Procedure sections 395 and 395.5: the Hospital's principal place of business is in Marin County, the employment relationship was centered there, and the acts and omissions giving rise to liability occurred there.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

19. *FEHA*. On August 7, 2025, Ms. Augustus filed a verified complaint of discrimination with the California Civil Rights Department ("CRD"), Matter No. 202508-30644007, against the Hospital and co-respondents, alleging age discrimination, age harassment, and retaliation, including retaliation for reporting and resisting discrimination and for participating as a witness, in violation of Government Code section 12940 et seq. Contemporaneously with that filing, on August 7, 2025, the CRD issued its Notice of Case Closure and Right to Sue pursuant to Government Code section 12965.

20. On August 18, 2025, Ms. Augustus filed an amended CRD complaint, which is deemed to have the filing date of the original CRD complaint and did not alter the operative notice of right to sue. (Cal. Code Regs., tit. 2, § 10022.) This action is filed within one year of the notice of right to sue, and in any event within that period as extended by the tolling, estoppel, and delayed-filing allegations set forth herein.

21. *PAGA Notice, Exhaustion, and Representative Capacity*. Plaintiff Sandra Denise Augustus is an aggrieved employee within the meaning of Labor Code section 2699. She was employed by Defendant Marin General Hospital, doing business as MarinHealth Medical Center, during the applicable statutory period and personally suffered the Labor Code violations for which she seeks civil penalties in this action.

22. At all relevant times, Defendant Marin General Hospital, doing business as MarinHealth Medical Center, was a private employer subject to the Labor Code and to the Private Attorneys General Act, Labor Code section 2698 et seq. Plaintiffs do not assert this Private Attorneys General Act claim against any governmental entity except to the extent permitted by law.

23. On or about August 18, 2025, Ms. Augustus submitted a Private Attorneys General Act notice to the Labor and Workforce Development Agency, assigned LWDA Case No. LWDA-CM-1119663-25. The notice was served on the Hospital on or about August 21, 2025. The notice identified Ms. Augustus, the Hospital, the relevant aggrieved-employee group, and the facts and legal theories supporting the alleged Labor Code violations.

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24. The Private Attorneys General Act notice described the facts and theories supporting the Labor Code violations it identified, including retaliation for protected activity and whistleblowing; retaliation for workplace-safety complaints; failure to pay all wages due for hours worked, including standby, call-back, and differential compensation; failure to furnish accurate itemized wage statements; failure to maintain accurate payroll and time records; failure to timely produce personnel, payroll, and wage records after written request; and failure to timely pay all wages owed at separation. The notice also described additional theories that Plaintiffs do not pursue in this action, as alleged below.

25. The Private Attorneys General Act claims pleaded in this Complaint are limited to the facts, theories, Labor Code provisions, and aggrieved-employee categories fairly encompassed by Ms. Augustus's notice to the Labor and Workforce Development Agency. Although that notice described additional theories, the claims pursued in this action are limited to the following: retaliation for protected disclosures and protected activity; retaliation for raising workplace-safety concerns; failure to pay all wages due for hours actually worked, including standby, call-back, and differential compensation; failure to furnish accurate itemized wage statements; failure to maintain accurate payroll and timekeeping records; failure to timely produce personnel and payroll records after written request; and failure to timely pay all wages owed at separation. Plaintiffs do not pursue in this action the meal-period, rest-period, expense-reimbursement, equal-pay, or overtime theories described in the notice, and do not seek civil penalties under Labor Code sections 6400 through 6403, which are not among the provisions listed in Labor Code section 2699.5 and which are subject to the separate procedure of Labor Code section 2699.3, subdivision (b). The unsafe staffing and working conditions alleged above are pleaded as facts and as the subject of the protected activity for which Ms. Augustus was retaliated against.

26. The statutory waiting period has expired, the Labor and Workforce Development Agency did not bar this action, and the Hospital did not timely cure the violations in a manner that precludes this action. To the extent the Hospital contends any violation was cured, Ms. Augustus alleges that any purported cure was incomplete, untimely, ineffective, or insufficient to eliminate civil-penalty liability under the Private Attorneys General Act.

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27. Ms. Augustus brings her Private Attorneys General Act claim as a proxy and agent of the State of California and the Labor and Workforce Development Agency, and on behalf of herself and other aggrieved employees, to recover civil penalties, injunctive relief where authorized, attorney's fees and costs, and all other relief available under Labor Code section 2698 et seq.

28. On August 19 and again on August 21, 2025, pursuant to the parties' written agreement that service upon the Hospital would be made through its counsel, the notice, together with its incorporated exhibits, was served by certified United States mail, return receipt requested, and by electronic transmission upon Gordon Rees Scully Mansukhani LLP, the attorneys retained by and then representing the Hospital in this dispute. The Hospital thereby received timely written notice, through its designated agents, of the specific provisions of the Labor Code alleged to have been violated and the facts and theories supporting each alleged violation. It raised no objection to the manner of service and invoked no cure procedure. More than 65 days elapsed without the LWDA providing notice of any intent to investigate, and the LWDA has taken no action on the notice. Ms. Augustus has accordingly satisfied the notice requirements of Labor Code section 2699.3 and is authorized to pursue civil penalties on behalf of herself, other aggrieved employees, and the State of California.

29. *Contractual Grievance Procedure, Board-Level Notice, and Futility*. The collective bargaining agreement between the Hospital and the California Nurses Association, the union representing MarinHealth registered nurses, required just cause and due process before discipline or discharge. It also required any discharge grievance to be presented within seven calendar days and established an escalating review process: Step One before management and Human Resources; Step Two before the Vice President of Nursing Services or a designee; and Step Three by appeal to either the Board of Directors or an impartial arbitrator. The CNA timely protested Ms. Augustus's discharge and pursued the grievance through Step One and Step Two.

30. The Hospital did not provide the neutral escalation the agreement promised. Defendant Sylvia Yi investigated the allegations, advanced the termination, issued the Step One grievance response defending the termination, and then controlled the Step Two process as well. When the California Nurses Association requested further review before a different Hospital designee, Yi refused to recuse herself and declared herself "the most qualified" person to adjudicate the grievance because she possessed the facts and information she had used to justify the discharge. The grievance process therefore became review by the original decision-maker, not meaningful contractual review.

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31. Within seven calendar days of Yi's final refusal to provide a neutral Step Two review, Ms. Augustus sought Board-level review consistent with the agreement's remaining internal-review path. Through counsel, she served a formal whistleblower complaint and demand by certified mail and email on the Hospital's President, Human Resources leadership, and the members of the MarinHealth Boards. The complaint identified the retaliation, the defamatory accusations, the compromised grievance process, the collective bargaining violations, and the Hospital's exposure under state and federal whistleblower law. It requested a written response by August 4, 2025. No response came. No investigation was commenced. No retraction issued. No neutral review ordered. No corrective action taken.

32. Plaintiffs satisfied, substantially satisfied, or were excused from any further contractual exhaustion requirement. To the extent the Hospital contends any further contractual step was required, that step was excused because further resort to the contractual process would have been futile. The same Hospital official who investigated and defended the termination controlled both levels of grievance review, refused to recuse herself, and foreclosed meaningful internal correction. The Hospital's governing body then ignored formal notice of the defect. The law does not require an employee to pursue an internal remedy after the employer has reduced that remedy to an empty form.

33. *National Labor Relations Board Charge*. On July 27, 2025, Ms. Augustus filed a formal charge with National Labor Relations Board Region 20 alleging that the Hospital terminated her in retaliation for protected activity and for supporting or cooperating with National Labor Relations Board proceedings. The charge identified Ms. Augustus as the employee retaliated against, identified termination as the adverse action, and identified June 12, 2025 as the date of discipline. The charge was filed and, on information and belief, remained pending or unresolved as of the filing of this Complaint.

TOLLING AND EQUITABLE ESTOPPEL

34. The limitations period applicable to each cause of action herein was suspended, and Defendants are estopped from asserting the statute of limitations, by reason of the following facts.

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35. On July 28, 2025, counsel for Ms. Augustus served by certified mail and email upon the Hospital's Chief Executive Officer and every member of its Board of Directors a formal Whistleblower Complaint and Demand identifying, among other things, the retaliatory termination and Yi's defamatory statements, and requesting a written response within seven days. Ms. Augustus thereby invoked, and in good faith pursued, the Hospital's internal remedial processes. The Hospital never responded.

36. On August 11, 2025, counsel for the Hospital wrote to counsel for Ms. Augustus requesting that she agree to "proceeding with mediation and holding off on all further legal proceedings." Ms. Augustus, through counsel, agreed in writing the same day to "pause legal proceedings" while the parties pursued resolution.

37. On August 18, 2025, her counsel advised the Hospital's counsel in writing that, in light of "the statutory timelines that apply," the administrative preservation steps, namely the PAGA notice and the right-to-sue process, would proceed while the contemplated lawsuit was held in abeyance; the Hospital's counsel received those filings without objection.

38. On September 10, 2025, the Hospital's counsel reaffirmed in writing that "[t]he parties had agreed to work towards resolution and our client's position remains the same," and the parties thereafter performed the agreement: they selected a neutral, the Hospital produced documents, and the parties proceeded through an alternative dispute resolution process that concluded without resolution on or about December 12, 2025.

39. Ms. Augustus reasonably and detrimentally relied on the Hospital's request for forbearance by refraining from filing this action during the period of the parties' agreement. The Hospital had timely notice of every claim asserted herein, including the defamation claim identified in the July 28, 2025 complaint served on its Chief Executive Officer, its Human Resources leadership, and the members of its governing boards, and it suffered no prejudice from the forbearance it requested. Plaintiffs allege these facts in support of equitable estoppel and equitable tolling as to any claim for which the Hospital asserts a limitations defense predicated on the delay it invited, and as to the period from July 28, 2025 through at least December 12, 2025. Plaintiffs do not rely on tolling for any claim that is timely without it, and the defamation claim rests independently on publications and compelled republications occurring within one year before the filing of this action.

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40. The parties thereafter participated in mediation as part of their agreed pre-suit resolution process. Plaintiffs allege only that the mediation occurred and its place in the procedural chronology; they do not rely upon or disclose any communication, negotiation, offer, demand, admission, or conduct occurring in mediation.

41. Ms. Augustus did not treat the termination as final. Throughout the contractual grievance proceedings and the proceedings before the National Labor Relations Board she continued to seek reinstatement to her position in the Cardiac Catheterization Laboratory, and she seeks reinstatement in this action.

42. These allegations are pleaded solely for tolling, equitable estoppel, and limitations purposes, and not to prove liability, fault, settlement posture, or the truth of any disputed claim.

43. The Hospital's document production during the agreed pre-suit process. On September 10, 2025, in response to Ms. Augustus's written request for her personnel and payroll records and in furtherance of the parties' agreed pre-suit resolution process, and during the period in which Ms. Augustus was refraining from filing this action at the Hospital's request, the Hospital produced to her counsel a document production Bates numbered MARIN000001 through MARIN000492. The production was transmitted the same day the Hospital's counsel reaffirmed in writing that "[t]he parties had agreed to work towards resolution."

44. That production contained unredacted patient information, including patient names, medical-record numbers, ages or dates of birth, diagnoses, procedure details, event times, treatment dispositions, and other clinical information. No patient identifier is reproduced in this pleading.

45. The patients whose information was produced unredacted had no connection to Ms. Augustus, to her employment, to her termination, or to any issue the parties were then addressing in the pre-suit process. The information disclosed was not information the Hospital needed to disclose for any purpose of that process.

46. Other documents within the same production were redacted to remove patient identifiers. The Hospital was therefore able to identify patient information in the materials it produced and to withhold it, and the absence of redaction in the documents described above did not result from any inability to redact.

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47. The Hospital has not, to date, requested the return of those materials, requested their destruction, asked that they be sequestered, withdrawn the production, substituted redacted copies, or undertaken any other corrective handling of the patient information it produced.

48. The Hospital has identified no authorization, subpoena, court order, qualified protective order, or other mechanism authorizing the disclosure of the identifiable medical information of patients unrelated to this dispute.

49. Plaintiffs plead the fact and content of the Hospital's document production, and the parties' written correspondence concerning forbearance and the pre-suit process, as facts bearing on the chronology of this action, on the reasons Ms. Augustus delayed filing it, and, as alleged below, on the Hospital's state of mind. Plaintiffs do not plead, and do not rely upon, anything said or any admission made for the purpose of, in the course of, or pursuant to a mediation or mediation consultation within the meaning of Evidence Code sections 1115 through 1128. (See Evid. Code, § 1119.)

GENERAL ALLEGATIONS

A. Augustus's Seniority, Age, and Protected Position

50. Ms. Augustus was sixty-two years old when the Hospital terminated her, and had been over sixty throughout the events alleged. She had approximately thirty-six years of service. She was the Cath Lab's most senior registered nurse, and for years the Hospital reported her in its public Form 990 filings among its highest-compensated employees. Plaintiffs are informed and believe, and on that basis allege, that she was also the highest-paid registered nurse in the Cath Lab.

51. Ms. Augustus began her service at the Hospital on February 17, 1989. Over thirty-six years of continuous employment by the Hospital she became, in its Cardiac Catheterization Laboratory, the department's most senior nurse and one of its anchors: together with two long-tenured colleagues she was known within the department as one of the "three amigos," a trio whose experience and teamwork sustained the lab's operations, an identity remarked upon by Defendant Yi herself. Her personnel record reflects no progressive discipline, corrective counseling, or adverse review in the decades preceding her termination; her most recent formal evaluation rated her "Exemplary" in attendance, compliance, and clinical skill, described her as "extremely knowledgeable" and "instrumental" in systems implementation, and praised her patient care as "excellent."

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52. The Hospital's own filings quantify her value. Its IRS Forms 990, filed under penalty of perjury, reported her among the Hospital's highest-compensated employees year after year, with total reported compensation rising from $411,555 in 2017 to $603,924 in 2024, the last comprising $521,792 in reportable wages, $56,110 in employer retirement contributions, and $26,022 in employer-paid benefits. Her 2024 Form W-2 reports $511,680.18 in Box 1 wages on a base rate of $116.71 per hour with contractual standby, holiday-standby, and charge differentials. Because the Hospital required standby nurses to report within 30 minutes, a requirement memorialized in its own records, Ms. Augustus, whose family home is in Napa County, maintained at her own expense a second residence in Marin County solely to serve the Hospital's on-call demands. What seniority was worth to her. In the Cath Lab, length of service governed real benefits: priority in self-scheduling and in the selection of shifts and assignments, preference in standby and call rotations, the differentials her Step 11 placement and charge duties commanded, and the accumulated status of the department's most experienced nurse. Seniority was recognized both by the department's longstanding practice and by the collective bargaining agreement. Because Ms. Augustus had the most service, she held the most of each of those advantages, and she had the most to lose when they were withdrawn.

53. The seniority change. The self-scheduling practice the Hospital eliminated in April 2025 allocated shift and assignment preference by length of service. Its benefits ran only to the nurses with the most service, who were also the department's oldest nurses, and its elimination took nothing from the department's junior nurses, who had held no preferential assignments under it. Plaintiffs are informed and believe, and on that basis allege, that the nurses who lost assignment preference when the practice was eliminated were the oldest nurses in the department, and that the management of shift postings that followed further reduced the assignments available to them.

54. Compensation and seniority. Ms. Augustus's compensation was a function of her thirty-six years of service, her Step 11 placement, and the contractual differentials her seniority commanded; at the Hospital, length of service, age, and pay moved together. The Legislature has recognized that the use of salary as the basis for differentiating between employees when terminating employment may constitute age discrimination where it adversely affects older workers as a group. (Gov. Code, § 12941.)

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55. Plaintiffs do not allege that Ms. Augustus's compensation alone establishes age discrimination. They allege that the Hospital's reliance on the cost of its most senior nurse is one of the circumstances, together with the younger replacement, the differential treatment of the younger comparator, the elimination of the seniority practice, and the timing alleged above, that supports the inference of an age-based motive. The hiring pattern. Plaintiffs are informed and believe, and on that basis allege, that in the approximately three years preceding Ms. Augustus's termination every registered nurse the Hospital hired into the Cath Lab was under forty years of age. Ms. Augustus observed those hires, worked alongside them, and knew their relative experience and approximate ages from the ordinary circumstances of daily practice in a small department.

56. What Ms. Augustus understood from those facts. Ms. Augustus did not infer discrimination from an abstract relationship between age and seniority. She was over sixty; she was the oldest and most senior nurse in her department; every recent hire into that department was materially younger; and management then eliminated the practice that allocated assignments by length of service and managed shift postings in a way that further reduced the assignments available to the most senior nurses. From those observed facts she believed, and reasonably believed, that the changes were directed at the department's older, longer-serving nurses and that younger nurses were being brought in as they left.

B. Protected Disclosures and Opposition

57. Disclosure Two: the "2 and 2" staffing model. In late 2024 and continuing into 2025, the Hospital proposed a Cath Lab staffing model known as "2 and 2," under which the procedure-room team would consist of two registered nurses and two staff members who are not licensed nurses, in place of the three-registered-nurse team the department then used. Ms. Augustus objected in formal shift briefings, in meetings with department management and with Defendant Yi, and through her California Nurses Association representative.

58. She objected in terms of patient care. She reported that substituting personnel not licensed to perform nursing functions for a registered nurse on the procedure-room team would leave patients without the registered-nurse coverage required for continuous hemodynamic monitoring, for the administration and titration of sedation and other medications, for the recognition of intra-procedural complications such as arrhythmia, perforation, and hemorrhage, and

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for emergency intervention; and that under the proposed model a patient undergoing an invasive cardiac procedure would predictably be left without a registered nurse available to perform those functions at the time they were required.

59. Ms. Augustus reasonably believed, based on her clinical experience, on the position taken by the California Nurses Association, and on professional and peer-reviewed literature she had reviewed concerning nurse-staffing models in high-acuity hospital care, that the proposed model could not be staffed lawfully or safely. She understood that two persons, registered nurses or cardiovascular technicians trained in the use of all instruments and equipment and supervised by a physician, must assist during the performance of all cardiac catheterization procedures (Cal. Code Regs., tit. 22, § 70435, subd. (a)(3)); and she understood that functions constituting the practice of nursing must be performed by licensed personnel (Bus. & Prof. Code, § 2725). She further understood, from her own practice in administering and monitoring procedural sedation, that the registered nurse monitoring a sedated patient must be dedicated to that patient and must not carry other duties during sedation and recovery. On that understanding, of the two registered nurses the model would supply, one would be committed to the sedated patient, leaving a single registered nurse to absorb the circulating, monitoring, and documentation functions that a third registered nurse had performed, and leaving those functions to unlicensed personnel when that nurse could not. The proposed model was a two-registered-nurse, two-technician model: it would supply two registered nurses and two technicians, in place of the existing model's three registered nurses. The two technicians were not registered nurses. Ms. Augustus understood, and alleges, that a technician cannot lawfully perform the functions that constitute the practice of nursing — among them administering and titrating sedation, assessing the patient, recognizing intra-procedural complications, and intervening in an emergency — and that the model therefore would have left the procedure room without the registered-nurse coverage invasive cardiac procedures require. Plaintiffs allege the basis and reasonableness of Ms. Augustus's belief at the time she voiced it, and do not allege that any particular staffing ratio was as a matter of law violated.

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60. Ms. Augustus's opposition rested principally on the competence and experience of the personnel then available in the Cath Lab rather than on any headcount or ratio. The three-registered-nurse procedure-room team the department used at the time of her discharge consisted of Ms. Augustus, a second long-tenured registered nurse, and Josh Greene, whose classification, seniority, and experience are alleged in paragraph 105; each was among the four full-time registered nurses alleged in paragraph 106. Before Ms. Augustus voiced her objection to the proposed model, she and that second long-tenured registered nurse had reported to department management instances in which Greene's practice departed from Hospital policy or from the applicable standard of care and thereby caused or risked patient harm, as alleged in paragraph 110, and in more than one of those instances one of them had intervened during the procedure. Ms. Augustus reasonably believed that eliminating a registered-nurse position from that team would remove one of the two experienced registered nurses whose presence had made those interventions possible; that with one of the two remaining registered nurses dedicated to the sedated patient, the circulating, monitoring, and documentation functions could fall to the very registered nurse whose practice had required intervention; and that no experienced registered nurse would then be available to recognize and correct error before it caused patient harm. She further understood that the department did not then have the number of experienced registered nurses, or technicians capable of recognizing and compensating for error, that the proposed model would require.

61. In or about January 2025, during and after a Human Resources meeting concerning protected activity, department management and Yi represented to Ms. Augustus that all four of the Hospital's interventional cardiologists had been consulted and had consented to the "2 and 2" model. From her longstanding professional relationships with those physicians Ms. Augustus knew the representation was false. She disclosed the proposed model to the physicians. The physicians objected. A series of meetings followed, and the Hospital ultimately created two additional registered-nurse positions rather than adopt the model. Ms. Augustus first observed a marked change in the conduct of department management and Yi toward her after that disclosure.

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62. Disclosure One: dual charting. From at least 2023 through 2025, the Cath Lab documented patient care in two separate systems, Epic and XPER. The two systems were not integrated, no audit control reconciled them, no written policy governed their combined use, no other unit in the Hospital used the configuration, and no formal training was provided to staff required to move between the two platforms during invasive procedures. Ms. Augustus reported to Cath Lab management, including her manager, and to the Hospital's Human Resources personnel, including Defendant Yi, that the configuration was producing patient records that were incomplete and internally inconsistent: the same clinical events were recorded at conflicting times in the two systems; entries were made in batches after the fact rather than contemporaneously; and a clinician working in one system could not see what had been recorded in the other.

63. She reported the patient-care consequences specifically: that the resulting records were inaccurate as to the timing and sequence of clinical events; that a clinician relying on them could not determine when sedation or other medications had been given, when a complication had been recognized, or who was present at the bedside; and that inaccurate records of that kind create a risk of error in intra-procedural monitoring, medication administration, and post-procedure handoff. The Hospital's own record of the very procedure on which it later based its accusations against Ms. Augustus reflects multiple discrete clinical actions recorded by another nurse as having occurred at the same or nearly the same moment. Plaintiffs are informed and believe, and on that basis allege, that Ms. Augustus and a colleague had reported to management before her termination that entries in the department's records were being made in clusters after the fact and that cases were being closed in the record before the patient had left the procedure room.

64. At the time of those reports Ms. Augustus reasonably believed, based on thirty-six years of clinical practice and on her own observation of the conflicting entries, that the practice violated the requirements applicable to general acute care hospitals under Title 22 of the California Code of Regulations governing the content of each patient's health record (Cal. Code Regs., tit. 22, § 70749) and the accurate processing and checking of all medical records (id., § 70747, subd. (a)), adopted under Health and Safety Code section 1275. Her reports concerned the documentation practice itself and the records it produced; they were not an expression of preference between software systems or a disagreement with a management decision.

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65. Each of those reports was made to her department manager and to Human Resources, including Yi. Ms. Augustus reasonably believed that each had authority to investigate, discover, or correct the practice, and each in fact had that authority.

66. Disclosure Four: the elimination of seniority-based scheduling and the April 27, 2025 grievance. In April 2025, weeks after the "2 and 2" model was abandoned, management unilaterally eliminated the department's longstanding seniority-based self-scheduling practice and imposed cyclic schedules, and thereafter managed shift postings in a manner that deprived the department's most senior nurses of the assignments seniority had governed.

67. On April 27, 2025, Ms. Augustus objected in writing. She sent her objection to Min Zhu, to the Cath Lab manager, to Defendant Yi, and to Apolinarski, and copied her California Nurses Association representative, Lynn Warner, and her colleague Tom Price. She wrote that the forced cyclical schedules had been imposed in order to demonstrate coverage for the proposed "2 and 2" model; that the model had since been abandoned in favor of 3:1 staffing "per physician input"; that the California Nurses Association had been led to believe cyclical staffing was required to achieve the model; and that self-scheduling should be restored and seniority and per-diem staffing used instead. On May 19, 2025, management summarily rejected the objection.

68. In that written objection Ms. Augustus opposed the change and asked that self-scheduling and the use of seniority and per-diem staffing be restored. Ms. Augustus also opposed the change in further emails to her supervisors and in oral complaints to department management and to Human Resources. In those communications she conveyed that the change took away the assignment protections on which the department's oldest and longest-serving nurses depended and left them worse off than nurses who had never held assignments by seniority.

69. Disclosure Three: support for a federal labor charge. In December 2024, Ms. Augustus provided written support for a charge filed with the National Labor Relations Board by a long-tenured colleague concerning departmental scheduling practices and retaliation against nurses who engaged in union activity. The charge identified Defendant Yi by name. Ms. Augustus's support was furnished through the Board's processes.

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C. Management Knowledge and Escalating Hostility

70. Knowledge. Each disclosure and opposition alleged above was made directly to persons with authority over Ms. Augustus, or to employees with authority to investigate, discover, or correct the violations disclosed, including her department management and the Hospital's Human Resources personnel.

71. The Hospital, and Yi personally, therefore had actual knowledge of Ms. Augustus's protected activity before every adverse action alleged herein, and the persons who effected those actions, including Yi, were the same persons to whom that activity was known and directed.

72. The threat. In January 2025, at a meeting convened by Human Resources, Yi told Ms. Augustus that the colleague's charge was "a mistake" and added: "all good things come to an end." Ms. Augustus, then in her thirty-sixth year of service, reasonably understood the statement as a threat that her career would be ended because of protected activity. Yi made that statement, and Yi thereafter investigated Ms. Augustus, decided her termination, and adjudicated both steps of her grievance.

73. The sequence. The chronology is this. In December 2024 Ms. Augustus supported a colleague's charge before the National Labor Relations Board, a charge that named Yi. In January 2025 Yi told her the charge was "a mistake" and that "all good things come to an end," and in the same month Yi and department management represented falsely that the interventional cardiologists had consented to the "2 and 2" model, a representation Ms. Augustus disclosed to those physicians. In April 2025 management eliminated seniority-based self-scheduling. On April 27, 2025 Ms. Augustus objected in writing to Min Zhu, the Cath Lab manager, Yi, and Apolinarski, copying her union representative and her colleague, tying the cyclical schedules to the abandoned "2 and 2" proposal and asking that self-scheduling and seniority be restored; Yi and department management therefore had the objection in hand, in writing, six weeks before the discharge. On May 19, 2025 management rejected it. On May 25, 2025 Ms. Augustus corrected the staff-time entry. On June 4, 2025 Yi prepared the written termination request. On June 5, 2025 the Vice President of Human Resources approved the separation. On June 10, 2025 the Hospital noticed the investigatory meeting. On June 12, 2025 it interviewed her and terminated her. In the thirty-six years preceding that sequence the Hospital had never disciplined her.

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D. The May 25, 2025 Documentation Dispute

74. On May 25, 2025, Ms. Augustus was called in for a standby case. She submitted an exception report recording a 10:45 a.m. start for the call shift; the patient chart, completed by another nurse, recorded her arrival at 10:59 a.m.; her badge swipe recorded entry at 10:55:04 a.m. through entrance 2322 of building 3, a door the Hospital states can be opened only with an employee badge. Plaintiffs are informed and believe, and on that basis allege, that the staff-arrival entry Ms. Augustus later corrected was one Josh Greene had made, and that it was part of a sequence of intra-procedural entries he recorded that day.

75. The discrepancy, minutes of time, arose in a department whose physical time clock the Hospital knew to be malfunctioning and whose dual documentation systems the Hospital knew to be inconsistent.

76. That evening, beginning at 7:22:08 p.m., Ms. Augustus, a member of the treating team with authorized access, edited the chart's staff-arrival entry to conform to her good-faith understanding of her actual arrival time, believing the recorded time to be an artifact of the broken clock. She first entered 10:42 a.m. Recognizing that the entry did not match the 10:45 a.m. start time she had already recorded on her exception report, she corrected it to 10:45 a.m. at 7:22:35 p.m., within half a minute of the first entry. The Hospital's own written account of the sequence is that, "seeing that she changed the chart to 10:42, she went back in seconds later to adjust it once more to 10:45 so it matched her exception report."

77. What Ms. Augustus corrected, and what she did not. Ms. Augustus did not create a fictitious clinical event, treatment, medication, observation, or any entry concerning patient care. She corrected an administrative time entry recording when she entered the procedure room, in two entries made within the same half-minute. She did so the same day, within hours, after seeing the 10:59 a.m. entry while completing her exception report that evening and concluding that it was wrong because she believed she had arrived at approximately 10:45 a.m. The sequence of the two entries is itself inconsistent with an intent to deceive: a person falsifying a record does not correct her own entry twenty-seven seconds later to conform it to a document she had already submitted to management for approval. Plaintiffs are informed and believe, and on that basis allege, that the entry she corrected was part of a sequence of intra-procedural entries that could not have occurred in the order or at the times recorded, and that her correction brought the record closer to what had actually happened rather than further from it.

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78. The Hospital's own manager confirmed during the June 12, 2025 interview that a same-day correction of this kind required no prior management approval: where the correction is made within twenty-four hours, on the same day, "there's no need to run it by me, manager," although he maintained that the corrected entry should first be validated. In the same interview Yi acknowledged that there could have been errors in the original documentation. The asserted defect therefore reduces to whether Ms. Augustus validated the corrected time before entering it, and not to whether she was permitted to correct the entry at all.

79. Same-day correction of staff-time entries was permitted and accepted practice in the Cath Lab. The Hospital's own manager confirmed in the June 12, 2025 interview that a correction made within twenty-four hours, on the same day, required no prior management approval, and the Hospital's Legal Health Record policy provides for corrections to entries. The correction at issue disclosed no protected health information to any unauthorized person and affected no clinical information, no patient care, and no clinical outcome.

80. The Hospital's own termination request is inconsistent with the accusation it was written to support. The June 4, 2025 "Term Approval SBAR" states that the procedural timeout occurred at 10:54 a.m., that the final check occurred at 10:59 a.m., and that Ms. Augustus arrived at 10:59 a.m. "according to charting records." The document therefore records her arrival within the procedure sequence itself. It does not describe a nurse inserting herself into a procedure she did not attend. Plaintiffs do not adopt the accuracy of the document's recitals. Greg Lee, who was present for the procedure, states that no procedural timeout was performed because the case was an emergency, as alleged in paragraph 98. The Hospital's own termination request therefore either places Ms. Augustus within the procedure sequence, which defeats the accusation the document was written to support, or recites a procedural event that did not occur, which shows the care with which the Hospital assembled the basis for discharging a registered nurse of thirty-six years. Plaintiffs plead the inconsistency, and not the truth of either recital.

81. Defendants' accusation collapses three separate propositions, and each requires separate treatment. The first is that Ms. Augustus accessed the patient's record. She did. She was a member of the treating team for that patient on that day, her access was within the scope of her role, and the Hospital's own policies permit a workforce member to access a patient's record for treatment and health-care-operations purposes.

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82. The second is that she corrected an entry in that record. She did. The entry she corrected was an administrative record of when she entered the procedure room. She made the correction the same day. The Hospital's manager acknowledged during the June 12, 2025 interview that a same-day correction required no prior management approval, although he maintained that the corrected entry should first be validated.

83. The third is that she knowingly entered information she knew to be false. That proposition is not established by any fact the Hospital has identified, and the Hospital's own contemporaneous record contradicts it. Ms. Augustus believed the corrected time was accurate: she had been called in for the standby case that morning, she had spoken with the performing physician by telephone while traveling to the Hospital, she recorded a 10:45 a.m. start on the exception report she submitted that day, and she saw the 10:59 a.m. entry for the first time that evening while completing that report.

84. Defendants stated that Ms. Augustus had admitted falsification. The Hospital's own contemporaneous notes of the June 12, 2025 interview record no such admission. They record that Ms. Augustus acknowledged making the correction; that she explained she made it because she believed the recorded time was inaccurate; that she stated she had no intent or motivation to commit documentation fraud; and that she said she did not think she had done anything wrong. The discussion of the edit in that interview concerned whether she had a legitimate business reason to access the chart and whether the corrected entry had been validated, not whether she had knowingly entered false information.

85. The accusations depend on collapsing those distinctions. Authorized access is not a privacy violation. A permitted same-day correction is not falsification. An acknowledged correction is not an admission of falsification. Whether the corrected time was right or wrong, the Hospital's own record of the interview shows that Ms. Augustus entered it believing it to be right.

86. On June 10, 2025, the Hospital noticed an investigatory meeting; on June 12, 2025, after a single meeting at which Ms. Augustus candidly acknowledged the edit and explained her good-faith basis, the Hospital terminated her. Thirty-six years of service ended that day, without progressive discipline, over a discrepancy of minutes in a staff-time entry.

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E. The Termination Was Approved Before the Investigatory Interview

87. The decision preceded the interview. On June 4, 2025, Defendant Yi prepared a written "Term Approval SBAR" requesting approval to terminate Ms. Augustus. The document characterized her conduct as "falsification of documentation/charting and time card fraud" and recommended termination effective June 12, 2025.

88. On June 5, 2025, the Hospital's Vice President of Human Resources, Eugene Lewis, approved "separation based on the facts presented here," and directed that the termination proceed unless the interview then still to be conducted produced some new rationale.

89. Before the interview, the Hospital prepared Ms. Augustus's exit packet and her final paychecks.

90. On June 12, 2025, seven days after the separation had been approved, the Hospital conducted the investigatory interview it has since characterized as part of its factfinding, and terminated Ms. Augustus that day.

91. On June 25, 2025, Yi confirmed the sequence in writing. She wrote that, because the Hospital believed it already had substantiation for termination, "we prepared an exit packet and final checks in preparation for the interview with Sandy," while asserting that the Hospital nonetheless remained open to information that might cause it to reconsider.

92. No information obtained at the June 12, 2025 interview altered the decision approved on June 5, 2025. The Hospital has identified no fact learned at that interview that changed any part of the disposition it had already approved, and it terminated Ms. Augustus on the date the June 4, 2025 request had recommended.

F. The Selective Investigation and the Escalation of the Stated Rationale

93. The Hospital's own conduct does not match the accusation it made. By Yi's own written account, the Hospital "prepared an exit packet and final checks" before Ms. Augustus's investigatory interview began. And the Hospital has identified no privacy-compliance assessment, no breach analysis, no patient notification, no regulatory report, and no licensing-board referral corresponding to the conduct it characterized in writing as an asserted HIPAA violation. The Hospital's compliance function, by contrast, received and followed up on other patient-privacy reports during the same general period, as alleged on information and belief in paragraphs 135 and 136.

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94. The Hospital interviewed the witnesses whose accounts supported termination and did not interview identified percipient witnesses. Yi asserted that she had gathered "witness testimony from those in that procedure room." Her written termination request identifies one witness, Elizabeth Wade; the June 25, 2025 grievance response adds Josh Greene. Both are described as stating that Ms. Augustus was not present at the timeout.

95. Greg Lee, a Cath Lab colleague who had worked beside Ms. Augustus since 1998, was present throughout the May 25, 2025 procedure and is identified in the Hospital's own record of it. He could have described when Ms. Augustus arrived, what she did during setup and preparation, and whether her movements were ordinary Cath Lab practice. He was not interviewed before the termination, and he has stated that neither Yi nor Human Resources ever contacted him.

96. Dr. Amy Gin performed the procedure. She spoke with Ms. Augustus by telephone that morning while Ms. Augustus was traveling to the Hospital and told her not to drive recklessly and to arrive when she could. She could have described when she expected Ms. Augustus, when Ms. Augustus arrived, and what role Ms. Augustus performed. She was not interviewed before the termination.

97. The Hospital knew both witnesses were percipient: one is named in the procedure record and the other performed the procedure. Their subsequent accounts corroborate material parts of Ms. Augustus's explanation. Plaintiffs allege that Defendants selected the witnesses whose accounts supported the disposition they had already approved and passed over those whose accounts might not.

98. Greg Lee has since provided two written statements. In a signed statement dated June 27, 2025, he states that he was the first staff member to arrive for the emergency case that morning, followed by Liz Wade, Josh Greene, and Ms. Augustus; that he clearly recalls Ms. Augustus arriving as Dr. Gin was donning her gown and gloves, and recalls making eye contact with her as she entered; that no procedural time out was done because the case was an emergency; and that he prepped and draped the patient immediately, with Dr. Gin not far behind him. In a declaration executed under penalty of perjury on October 26, 2025, he states that he worked in the Cath Lab for more than thirty years; that he cannot say whether Ms. Augustus entered at 10:45, 10:49, 10:55, or 10:59 a.m., but can state from his own direct observation that "she was present before lidocaine was administered and before Dr. Gin commenced vascular access"; that exact arrival times "are not

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and were not tracked to the second"; that he has never been advised that timecard entries were connected to procedural time charting and knows of "no system or policy linking exception reports to patient charts"; that correcting a clerical or timing error in a patient chart "has always been understood as a routine and proper practice, not a disciplinary matter"; that where an error is identified within twenty-four hours "the standard practice is to validate the correction and make the update directly in Apex at once because inaccurate information places the patient's safety at risk"; that he has "personally made or witnessed numerous such corrections, none of which were treated as misconduct"; and that Ms. Augustus's conduct in "identifying and promptly correcting a potential charting error approximately seven hours after the procedure" was "consistent with the standard expectations" and permissible under the policies the department had circulated.

99. Lee's declaration also addresses the charting on which the Hospital based its accusation, and Yi's knowledge of it. Lee states that he has reviewed the procedure charting for the May 25, 2025 case and that "[t]he chart contains internal inconsistencies and obvious errors in its recorded times"; that "[b]ased on my experience working daily in the Cath Lab, such discrepancies are not unusual when Josh Greene performs charting"; that Greene's "time entries have long been regarded by staff as imprecise, and management, including Sylvia Yi, was aware of his lack of accuracy and rigor in maintaining procedural times"; and that "the chart cannot be considered a reliable measure of the precise moment any team member entered the procedure room." Defendant Yi therefore knew, before she accused Ms. Augustus of falsifying that record, that the recorded times in it were unreliable and that the nurse whose time entries were known to be imprecise was Greene.

100. No privacy, compliance, risk-management, or legal function of the Hospital is identified as having determined that Ms. Augustus's conduct violated patient-privacy law. The determination was made by the Manager of Employee and Labor Relations, who holds no clinical license and no patient-privacy compliance role, and who had herself told Ms. Augustus months earlier that "all good things come to an end." The Hospital has identified no assessment, no review, and no determination by any function charged with patient privacy.

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101. The decision was also not the product of the process the Hospital describes, and the defects existed before the decision issued. The separation was approved on June 5, 2025, before the interview. The exit packet and final paychecks were prepared before the interview. The witnesses whose accounts supported the disposition were interviewed and the identified percipient witnesses were not. The Hospital's own manager acknowledged that the source documentation could contain errors and that a same-day correction required no prior management approval. Ms. Augustus denied any intent to falsify, and the Hospital's own notes record no admission of knowing falsity. The accusation was then escalated after the decision was made. Plaintiffs allege these facts because they bear not only on whether the stated reason was true, but on whether the Hospital held the belief it asserts it held.

102. The stated reason changed over the course of eight weeks, and each change is documented. On June 4, 2025, the Hospital's written termination request described the conduct as "falsification of documentation/charting and time card fraud." At the June 12, 2025 interview, the discussion of the chart entry concerned whether Ms. Augustus had a legitimate business reason to access the record and whether the corrected entry had been validated. On June 25, 2025, in writing to the union, Yi described the conduct as "fraudulent patient charting," as "falsification of her timecard," as entry of the chart "without legitimate business need," and as an asserted HIPAA violation, and asserted that Ms. Augustus had "falsified the chart to match her exception report, by her own admission."

103. The Hospital has identified the asserted privacy violation as the decisive reason. Yi expressly stated in the June 25, 2025 grievance response that if the issue had been "only the time card falsification," then, "based on her 30 years of service," the Hospital "would not terminate her for that" and instead "would have issued progressive discipline, but not termination." Yi further stated that the Hospital "clarified several times" that Ms. Augustus "was being separated for the HIPAA violation," and that the asserted timecard falsification served as evidence substantiating the asserted privacy breach. The asserted privacy violation is therefore not a secondary characterization; it is the stated reason for the termination, and the Hospital's treatment of patient information elsewhere, as alleged in paragraphs 132 through 138, bears directly on whether it was the real one.

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104. The asserted motive is inconsistent with the facts the Hospital itself reports. The Hospital contends that its highest-compensated nurse, whose compensation it reported to the Internal Revenue Service beside that of its executive officers, risked a thirty-six-year career and her professional license to misappropriate minutes of standby time worth approximately $43, in a pay period in which the collective bargaining agreement guaranteed her a minimum of two hours of standby pay for the shift regardless of the disputed interval, so that the alleged conduct could not and did not increase her compensation.

G. The Younger Successors and Differential Treatment

105. Greene's classification and seniority. Before the termination Josh Greene was employed in the Cath Lab as a Clinical Nurse II, a lower classification than Ms. Augustus's Clinical Nurse III, with materially less seniority, materially lower pay, and substantially less experience in interventional cardiac nursing. The public licensing record of the California Board of Registered Nursing for Josh R. Greene, Registered Nurse License No. 95185189, reflects an issuance date of February 4, 2019. Plaintiffs are informed and believe, and on that basis allege, that this is the Josh Greene employed in the Hospital's Cardiac Catheterization Laboratory; that he was accordingly first licensed as a registered nurse approximately thirty years after Ms. Augustus began her service at the Hospital and had been licensed for approximately six years when she was discharged after thirty-six; that he is under forty years of age and more than twenty years younger than Ms. Augustus. Ms. Augustus's belief that Greene is under forty rests on her years working alongside him, her knowledge of the year in which he completed his nursing education, and the timing of his initial registered-nurse licensure. Plaintiffs plead his age on information and belief.

106. The succession. At the time of her discharge Ms. Augustus was the most senior of the Cath Lab's four full-time registered nurses; the others were, in descending order of seniority, a long-tenured colleague, Justin Miller, and Greene. Two additional full-time positions had been posted. Greene moved into one of them and a fifth nurse into the other, leaving the position Greene had previously held unfilled. After the Hospital discharged Ms. Augustus, Miller took the cyclic schedule she had held; the remaining posted position was filled by Anna Restrepo; and Ms. Augustus's own position was filled by Kim Donegan. Plaintiffs are informed and believe, and on that basis allege, that Miller was then in his early thirties, that Restrepo was then approximately twenty-five years of age, and that Donegan was then in her late thirties. Each was substantially younger than Ms. Augustus, who was then sixty-two, and each had materially less experience in interventional cardiac nursing.

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107. The function the Hospital reassigned. Ms. Augustus's seniority carried a documentation-compliance function. She was relied upon within the department for the accuracy and completeness of the procedural record, she trained nurses newly hired into the Cath Lab in the department's charting practice, and she was among the nurses who raised documentation errors with department management, including Greene's. The same-day correction for which the Hospital discharged her was an exercise of that function. Plaintiffs are informed and believe, and on that basis allege, that within weeks of her discharge the Hospital conferred administrative-level control over the procedural charting system on Greene, the nurse whose documentation had been the subject of the February 13, 2025 complaint alleged above and whose entries in the May 25, 2025 record the Hospital has never questioned. The Hospital thus expanded Greene's documentation authority shortly after discharging Ms. Augustus over an asserted documentation violation, although Greene's own documentation practices had been the subject of prior complaint to management.

108. The comparator. Greene made entries in the very patient record on which the Hospital based its accusations against Ms. Augustus, and the Hospital's own record of that procedure reflects multiple discrete clinical actions recorded by him as having occurred at the same or nearly the same moment. The record reflects multiple discrete procedural events — among them draping, administration of anesthesia, reporting of abnormal laboratory values, and the physician's scrub-in — coded as occurring within a span of about twelve seconds. Ms. Augustus, a nurse of thirty-six years' experience in that laboratory, alleges that those events could not have occurred in the sequence or at the times Greene's entries assign to them. A physician who has reviewed the charting has opined that such entries are objectively implausible and reflect system-induced batch errors or flawed double entry. A registered nurse who reviewed the same record identifies a further internal inconsistency: Greene recorded a final time out at 10:59 a.m. without listing Ms. Augustus as present, while logging her arrival at 10:59 a.m. in one system and not until 11:04 a.m. in the other. A long-tenured colleague present for the procedure has declared that the chart "contains internal inconsistencies and obvious errors in its recorded times" and "cannot be considered a reliable measure of the precise moment any team member entered the procedure room."

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109. Plaintiffs are informed and believe, and on that basis allege, that the staff-arrival entry Ms. Augustus corrected was part of that sequence, so that the correction the Hospital called falsification of a patient record was a correction of Greene's inaccurate documentation. The Hospital did not investigate Greene's entries, did not discipline him, did not accuse him of fraudulent charting, of falsifying a record, or of a privacy violation, and did not treat the impossibility of the sequence he recorded as a documentation-integrity matter at all. Plaintiffs allege the difference in scrutiny: the Hospital examined the department's oldest nurse's single correction of a staff-time entry and did not examine the younger nurse's entries in the same record. The nurse whose entries went unexamined had been licensed approximately six years; the nurse whose single correction ended a career had been licensed and employed there thirty-six. Greene's documentation had been the subject of complaint before May 25, 2025. On February 13, 2025, a Cath Lab registered nurse wrote to the department manager under the subject line "Charting issues," reporting that Greene was "charting patients out of the room and closing cases before the patient has left the room"; that on January 28 "he closed the chart in Xper and Epic and went to lunch while the patient was still in the room"; that on another occasion Greene "charted a venous sheath inserted into R Femoral vein" when "we never accessed the groin, it was right brachial"; and that the problem was that Greene "gets in a hurry and is trying to chart in both Epic and Xper." The manager was asked to address it. The Hospital thus had written notice of Greene's charting errors four months before it accused Ms. Augustus of falsifying the record he had charted. A long-tenured Cath Lab colleague has since declared under penalty of perjury that Greene's time entries "have long been regarded by staff as imprecise," and that management, including Yi, "was aware of his lack of accuracy and rigor in maintaining procedural times." Plaintiffs are informed and believe, and on that basis allege, that Greene's charting and coding had been the subject of further complaints by Cath Lab staff before Ms. Augustus's discharge; that the Hospital took no disciplinary action on any of them; and that the Hospital's records of those complaints and of its response to them are in its exclusive possession. The Hospital thus knew, before it accused Ms. Augustus of falsifying a patient record, that the accuracy of the documentation in that laboratory was in question and that the nurse whose entries had been questioned was not Ms. Augustus.

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110. Greene's clinical practice had also been the subject of report. Plaintiffs are informed and believe, and on that basis allege, that before and after May 25, 2025 Ms. Augustus and other Cath Lab registered nurses reported to department management multiple discrete instances in which Greene's practice departed from Hospital policy or from the applicable standard of care and thereby caused or risked patient harm. Those reports concerned medication dosing, the handling of implanted and indwelling cardiac devices, the monitoring and titration of procedural sedation, and the setup of mechanical circulatory support. In more than one of those instances a second, more experienced registered nurse intervened during the procedure. The Hospital imposed no discipline on Greene in consequence of any of those reports, and Plaintiffs are informed and believe that it undertook no corrective counseling and made no change to his assignments or privileges. Plaintiffs plead these reports as part of the factual basis for Ms. Augustus's opposition to the staffing model alleged in paragraphs 57 through 60, and as evidence of the disparity between the Hospital's response to reports concerning Greene and its response to the single documentation correction for which it discharged her. Plaintiffs assert no claim on behalf of any patient. The records of those reports and of any review of them are in the Hospital's exclusive possession.

111. Plaintiffs are informed and believe, and on that basis allege, that after Ms. Augustus's termination Greene was granted administrative-level access to the procedural charting system, and that he thereafter modified the charting menus in that system, reducing the entries selectable for the procedural record from approximately sixteen to approximately six or seven, and that the entries removed included event types Greene had himself previously recorded inaccurately. Those event types are no longer available for selection when a procedural record is created. Plaintiffs further allege that the Hospital's Unit Practice Council has since undertaken to restore entries removed from the charting menus. The Hospital's records of Greene's access, the prior and current menu configurations, and the system's configuration-change history are in its exclusive possession.

112. The grounds of these allegations. Ms. Augustus was employed by the Hospital continuously from February 17, 1989 until her discharge, and worked in its Cardiac Catheterization Laboratory for the years preceding it, becoming the department's most senior nurse. She worked alongside Greene, observed him and the other nurses in the department, knew their classifications and their relative seniority, and participated in the orientation and training of nurses newly hired into the department. She knows the year in which Greene completed his nursing education, and his

initial registered-nurse licensure date appears in the public records of the California Board of Registered Nursing; her allegation that he is under forty years of age rests on those facts. Plaintiffs do not allege that a licensure date establishes an age and plead his age on information and belief for that reason. Her allegations concerning Greene's age relative to her own, his materially lesser seniority and experience, the post-termination expansion of his documentation authority, the ages of the nurses hired into the department in the three years before her discharge, and her standing as the department's highest-paid registered nurse rest on those years of observation, on the classifications and seniority she knew, and on the Hospital's own public reporting of her compensation. The dates of birth, hire dates, classification histories, seniority dates, and rates of pay of the Hospital's employees, and the Hospital's records of Greene's appointment, are in the exclusive possession of Defendants and are not available to Plaintiffs before discovery. Plaintiffs therefore plead those matters on information and belief, and state above the facts on which the belief is founded. (See *Doe v. City of Los Angeles* (2007) 42 Cal.4th 531, 549–550.)

H. Post-Termination Publications, Notice to the Board, and Continued Ratification

113. On June 25, 2025, Defendant Yi issued a written Step 1 grievance response stating, among other things, that "the most egregious was the fraudulent charting as that was a HIPAA violation," that "HIPAA violations are often immediately terminable offenses," and that Ms. Augustus "was being separated for the HIPAA violation" with her "falsified timecard" as substantiating evidence. Yi published these statements in writing to third parties, including California Nurses Association representative Mac Stevenson and, by copy on the same transmission, additional recipients at personal, non-Hospital email addresses who were not members of the grievance committee and who, on information and belief, held no role in the grievance proceeding, as well as to Hospital staff; on information and belief, she repeated them orally to other employees. Each statement was of and concerning Ms. Augustus and was so understood by every person who received it.

114. The June 25, 2025 written response was addressed to California Nurses Association representative Mac Stevenson and copied to two further recipients. In it Yi asserted, as statements of fact, that Ms. Augustus had committed "fraudulent patient charting"; that she had committed "falsification of her timecard"; that she had committed an asserted HIPAA violation; that she had entered the patient's chart without a legitimate business need; that she had "falsified the chart to match her exception report,

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by her own admission"; and that the Hospital had "substantiation" for those findings. The same written response does not keep its own times consistent. It states that the nurse assigned to recording documented Ms. Augustus's arrival in the procedure room as 10:59 a.m., and states five sentences later that "her entry time was recorded in the chart by the RN assigned to recording as 10:50 am." The document on which the Hospital rested the accusation that Ms. Augustus inserted herself into a procedure she did not attend thus recites two different arrival times for her, and neither of them matches the 10:55:04 a.m. badge record on which the same document relies.

115. In or about June 2025, Hospital management also circulated internally a written "Term Approval SBAR" concerning Ms. Augustus that repeated the accusations of fraudulent conduct to persons within the Hospital, including its Chief Human Resources Officer.

116. Yi presided over the Step 2 grievance as well, issuing the denial on July 7, 2025, confirmed in a written communication of July 11, 2025, while disregarding Ms. Augustus's explanation, declining to interview the percipient witnesses then still available to her, and withholding the system event log Ms. Augustus had requested. On July 22, 2025, over Ms. Augustus's written objection, Yi refused to recuse herself from the grievance review, insisting she was "the most qualified" to decide the matter she had herself investigated and decided, and in that proceeding repeated the accusations and refused reinstatement. The withholding was not a matter of delay alone. Ms. Augustus's union representative requested the XPER event log for the May 25, 2025 case in writing on June 27, 2025, with patient information redacted, and before the Step 2 meeting. On July 14, 2025 Yi produced a different document, an ACC data collection form. On July 21, 2025 the representative advised Yi in writing that the log had still not been received, and on July 22, 2025 that "[t]he XPER log is different from the ACC data sheet." Yi produced the XPER event log on July 23, 2025 — the day after she refused to reopen the Step 2 proceeding, and after the grievance she was deciding had closed. Yi's own written explanation for the substitution was that she had understood the XPER log to be the same document as the ACC data collection form: a conflation, by the Hospital's own Manager of Employee and Labor Relations, of the two unreconciled documentation systems Ms. Augustus had disclosed as producing inconsistent patient records, as alleged in paragraph 62.

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117. The accusations were false. Ms. Augustus did not commit fraud; she did not falsify any record; she did not violate HIPAA. Her correction of a staff-time entry was authorized treating-team activity, consistent with Hospital policy and common practice, involving no unauthorized use or disclosure of protected health information. The Hospital's own conduct is inconsistent with the degree of privacy misconduct it asserted: it has identified no breach assessment, no patient notification, no licensing-board referral or complaint, and no other regulatory or professional-reporting step corresponding to the violation it said had occurred.

118. The accusations charge dishonesty, fraud, and professional misconduct incompatible with the practice of nursing. They are defamatory on their face, without need of explanatory matter, and constitute defamation per se under Civil Code sections 45 and 45a and slander per se under Civil Code section 46 as statements tending directly to injure Ms. Augustus in her profession.

119. The statements were made with actual malice, that is, with knowledge of their falsity or with reckless disregard for their truth. Yi prepared the exit packet and final checks before the investigatory interview began; refused to interview the exculpatory treating-team witnesses; relied on a timeline she knew rested on a malfunctioning clock and inconsistent systems; disregarded the manager's contemporaneous classification of the discrepancy as error; abandoned the fraud and HIPAA characterizations in her own July 7, 2025 Step 2 denial, which alleged only chart access "without validation" or a "valid business need," only to revive those accusations on July 22, 2025; harbored and had expressed retaliatory animus ("all good things come to an end"); and repeated the accusations after receiving written proof of their falsity. Any conditional privilege under Civil Code section 47(c) is defeated by this malice.

120. Plaintiffs do not base any claim herein on any statement made in any official proceeding within the meaning of Civil Code section 47(b).

121. The accusations continue to cause harm. They have circulated within the Hospital and the close-knit regional community of interventional cardiology in which Ms. Augustus practiced; colleagues within and outside the Hospital have contacted her about the accusation that she committed an act of moral turpitude. Plaintiffs are informed and believe, and on that basis allege, that the accusations have been repeated to and among Hospital personnel, members of the regional

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interventional-cardiology community, and persons responding to employment reference inquiries concerning Ms. Augustus, and that the Hospital has republished the substance of the accusations after June 2025, including in internal communications. The identities of the persons who repeated the accusations, the occasions on which they did so, and the Hospital's internal and reference communications concerning Ms. Augustus are in the exclusive possession of Defendants and their personnel and are not available to Plaintiffs before discovery. Each such republication is a separately actionable publication.

122. In addition, because a prospective nursing employer requires an applicant to state the reason her prior employment ended, Ms. Augustus has been compelled, under strong compulsion and without an opportunity to avoid it, to republish the Hospital's stated reason for her termination in the applications and inquiries identified below. That compelled republication was the foreseeable consequence of Defendants' conduct and is attributable to them.

123. On July 28, 2025, counsel for Ms. Augustus served by certified mail and email a sixteen-page Whistleblower Complaint and Demand upon the Hospital's Chief Executive Officer and every member of its Board of Directors.

124. A true and correct copy of the Whistleblower Complaint and Demand as served is in Plaintiffs' possession and is available to the Court. Plaintiffs plead the fact, date, content, and recipients of the notice it gave, and the Hospital's response to it, as alleged above, and do not plead the legal contentions or authorities set out in that document.

125. The Whistleblower Complaint and Demand identified, by date and by recipient, the disclosures alleged above: Ms. Augustus's support in December 2024 for a colleague's charge before the National Labor Relations Board; her objections to the Cath Lab's unintegrated dual-documentation configuration and the inaccurate patient records it produced; and her opposition to the "2 and 2" staffing model as inconsistent with the staffing required for cardiac catheterization procedures and with patient safety. It identified Yi's written accusations of "fraudulent charting" and an asserted HIPAA violation, including the June 25, 2025 written response and its transmission to personal, non-Hospital electronic mail addresses outside the grievance process. It identified the combination of investigator, accuser, and adjudicator in a single Human Resources official. It demanded a written response by August 4, 2025 and corrective action including retraction.

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126. The Hospital's officers and directors then ratified the conduct with actual knowledge of the material facts, in the following sequence. First, notice: the Whistleblower Complaint and Demand described in the preceding paragraphs was served on July 28, 2025 by certified mail and by electronic mail.

127. Second, the recipients: the notice was delivered to the Hospital's Chief Executive Officer, David Klein; to its Vice President of Human Resources, Eugene Lewis, the officer who had approved the separation on June 5, 2025; and to identified members of the governing boards of MarinHealth Medical Center and the Marin Healthcare District, each of whom is an officer or director of the Hospital.

128. Third, knowledge of the material facts: the notice identified the retaliation, the specific defamatory accusations and the dates and recipients of their publication, the combination of investigator, accuser, and adjudicator in one official, the collective bargaining violations, and the Hospital's exposure under state and federal whistleblower law, and it demanded a written response by August 4, 2025.

129. Fourth, the power to correct: the recipients, through the offices they held and collectively through the governing and executive bodies on which they served, had the institutional authority to cause an investigation to be directed, a neutral review of the grievance to be ordered, the accusations to be retracted, the officials responsible to be disciplined, and Ms. Augustus to be reinstated.

130. Fifth, the decision not to correct: no officer or director responded. No investigation was commenced. No neutral review of the grievance was ordered. No retraction issued. No discipline was imposed. No corrective action of any kind was taken as to any matter the notice raised, and the accusations the notice identified as false remained in place and continued to circulate.

131. Sixth, the continuing consequences: the accusations remained in Ms. Augustus's personnel record and continued to circulate, and she remained required to repeat them to prospective employers, as alleged above.

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I. The Hospital's Differential Treatment of Patient-Privacy Incidents and Its Continued Reliance on the Privacy Rationale

132. The Hospital discharged Ms. Augustus on the stated ground that her authorized access to, and same-day correction of, an administrative time entry in the record of a patient she was treating constituted an asserted HIPAA violation, and told the union that this was the reason it did not apply progressive discipline. During the parties' agreed pre-suit resolution process, and as alleged in paragraphs 43 through 48, the Hospital produced unredacted identifiable medical information concerning patients unrelated to this dispute and took no corrective action after the disclosure was identified.

133. Dr. Geni Bennetts, a health-care compliance expert retained by Plaintiffs, reviewed the September 10, 2025 production and identified at least twenty distinct patients whose individually identifiable medical information appeared in it without redaction. Her analysis rests on the production itself, and she has stated her findings and opinions in a signed declaration. She has also opined that Ms. Augustus's access to the record of a patient she was then treating, for the purpose of correcting documentation, was not itself a violation of patient-privacy law.

134. The contrast is one of consistency, not of legal equivalence. Ms. Augustus accessed the record of a patient she was treating and corrected the time at which she had entered the procedure room. The Hospital and its personnel, by contrast, encountered multiple alleged patient-information incidents of a different order. The Hospital disclosed the identifiable medical information of patients who had nothing to do with her or with this dispute and then left the disclosure in place. And, as alleged on information and belief in paragraphs 135 and 136, other patient-information incidents were reported to Hospital management and to its compliance function through ordinary operational channels. Plaintiffs allege the contrast as evidence that the Hospital's professed absolutism about patient privacy was not the reason it discharged Ms. Augustus.

135. Plaintiffs are informed and believe, and on that basis allege, that other patient-information matters reported inside the Hospital reached management and its compliance function through ordinary operational channels. On that basis Plaintiffs further allege that in or about December 2025 an electronic mail message associated with Sumi Yi — the Hospital's Director of the Operating Room, and a person other than Defendant Sylvia Yi — transmitted the full names and medical-record numbers of several patients to

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the entire operating-room staff and to other employees without clinical responsibilities; that the matter was reported through the Hospital's compliance hotline on or about December 22, 2025; and that the Hospital's Compliance and Privacy Officer, John Wood, thereafter asked the employee who had made that report to send him the underlying message of December 15, 2025 to which the report referred. Plaintiffs do not allege that Mr. Wood substantiated a breach, that the conduct was found to violate any law, or that any particular discipline was or was not imposed. What Plaintiffs allege, on information and belief, is the making of the report, the Hospital's receipt and review of it, and its request for the underlying evidence.

136. Plaintiffs are informed and believe, and on that basis allege, that a second report made through the Hospital's compliance hotline concerned the handling of a surgical specimen; that the report alleged patient-identifying and diagnostic information was affixed to the exterior of a package containing a surgical specimen that was then shipped, where it was exposed to persons without clinical responsibilities; that the Hospital was notified of the matter by electronic mail; that Charlotte Baker, the Manager of the Operating Room, was notified by electronic mail and spoken to in person, as was Sumi Yi, the Director of the Operating Room; that the report alleged the Hospital had taken no corrective action and that management was attempting to conceal the matter; and that the report alleged employees feared retaliation by the Hospital and that concerns of retaliation had not been addressed by its Human Resources department. What Plaintiffs allege, on information and belief, is the content of the report and the notification of Hospital management. Plaintiffs do not allege as fact that any concealment occurred, and do not allege that the conduct described has been adjudicated a violation of any law; the allegation is that the report so stated. The hotline reports, the communications of the Hospital's Compliance and Privacy Officer concerning them, the message of December 15, 2025, any investigation or disciplinary records, and any related privacy reviews and notifications are in Defendants' exclusive possession and are not available to Plaintiffs before discovery.

137. The Hospital's conduct as to the accusation against Ms. Augustus is likewise inconsistent with the belief it asserted. As to the violation it said she had committed, it has identified no privacy-compliance assessment, no breach analysis, no patient notification, no report to any state or federal authority, and no referral to the Board of Registered Nursing. Plaintiffs do not allege that the Hospital's compliance function was inactive as to patient-privacy matters generally; the allegations of paragraphs 135 and 136 are that it received and acted upon other reports.

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138. The allegation here is the absence of any comparable record corresponding to the violation on which the Hospital discharged Ms. Augustus. Plaintiffs do not allege that the September 10, 2025 production has been adjudicated a breach within the meaning of the federal breach-notification rule, and Plaintiffs assert no claim under the Health Insurance Portability and Accountability Act, which affords no private right of action. Plaintiffs likewise do not ask the Court to adjudicate whether the incidents alleged in paragraphs 135 and 136 constituted violations of that Act or of any other patient-privacy law and assert no claim arising from them. These allegations are pleaded as evidence of differential treatment, of pretext, of the Hospital's knowledge, of the falsity of Defendants' accusations, and of the state of mind with which those accusations were made and maintained. Plaintiffs assert no claim on behalf of any patient.

J. Malice, Oppression, and Fraud; Managing Agents and Advance Knowledge

139. The conduct alleged herein was despicable conduct carried on with a willful and conscious disregard of Ms. Augustus's rights within the meaning of Civil Code section 3294, subdivision (c)(1), and subjected her to cruel and unjust hardship in conscious disregard of those rights within the meaning of section 3294, subdivision (c)(2). The conduct also included intentional misrepresentation, concealment, and misuse of material facts within the meaning of section 3294, subdivision (c)(3), including the accusations, made after the separation had already been approved, that Ms. Augustus committed "fraudulent charting" and an asserted HIPAA violation, and the after-the-fact reliance on policies and rationales presented as though they had governed her conduct when the Hospital knew, or consciously disregarded, that they did not.

140. At all relevant times, Defendant Sylvia Yi exercised substantial independent authority over the Hospital's employee-and-labor-relations function as applied to discipline, termination, and grievance review. The Hospital committed to her discretion the investigation of Ms. Augustus, the formulation of the accusations against her, the decision to terminate, the Step One grievance response, and the Step Two grievance determination. No Hospital officer or body independently reviewed her investigation, her characterization of the conduct, or her decision; the only internal review available was the grievance process, and Yi conducted both of its steps herself. Yi refused to recuse herself from reviewing her own work and declared herself "the most qualified" person to adjudicate the grievance because she possessed the very facts and information she had used to justify the discharge. Her authority thus determined corporate policy for the Hospital in the treatment of nurses accused of clinical dishonesty and privacy violations.

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141. Plaintiffs are informed and believe, and on that basis allege, that Yi acted as an officer, director, or managing agent within the meaning of Civil Code section 3294, subdivision (b), or, at minimum, that her conduct was authorized, approved, or ratified by officers, directors, or managing agents of the Hospital. Her conduct was not ministerial. It determined how the Hospital would investigate, characterize, terminate, and internally review a senior registered nurse accused of clinical dishonesty and a privacy violation.

142. Eugene Lewis, the Hospital's Vice President of Human Resources, held and exercised corporate authority over the Hospital's employment decisions. He received Yi's written termination request, reviewed the accusations advanced to support it, and approved the separation of a thirty-six-year registered nurse on June 5, 2025, before the investigatory interview occurred. Plaintiffs are informed and believe, and on that basis allege, that no approval above his was required, and that he was a managing agent within the meaning of Civil Code section 3294, subdivision (b).

143. Independent of Yi's status, officers and managing agents of the Hospital had advance knowledge of and authorized the termination. Plaintiffs are informed and believe that the Hospital's senior Human Resources leadership, including Eugene Lewis, received the Term Approval SBAR before the termination issued, reviewed the accusations advanced to support termination, and approved separation unless the investigatory interview produced some reason not to proceed. The Hospital thus prepared the termination before completing the interview it later characterized as part of a fair investigatory process.

K. Harm

144. As a direct and proximate result of Defendants' conduct, Ms. Augustus has suffered and continues to suffer: past and future lost wages and benefits, including standby, holiday-standby, charge, overtime, call-back, and shift-differential compensation, employer retirement contributions, and health benefits, at a documented rate exceeding $600,000 per year; forfeiture of approximately 1,200 hours of accrued sick leave; out-of-pocket expenses, including the continuing cost of the Marin residence maintained to serve the Hospital's standby requirement and replacement-coverage and continuing-education costs; injury to her professional reputation; and severe emotional distress, including anxiety, humiliation, sleep disturbance, and physical symptoms for which she has sought care.

145. Ms. Augustus pursued the contractual grievance process expecting meaningful review of her discharge and did not receive an adequate resolution at Step Two. The employment relationship thereafter remained unresolved through successive grievance, mediation, and National Labor Relations Board proceedings.

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146. Independently of any mediation communication, Ms. Augustus continued through the grievance and Board proceedings to pursue reinstatement. The unresolved status of her employment and the continuing prospect of reinstatement prolonged the psychological disruption alleged herein. Her conduct has matched that expectation. Independently of any mediation communication, Ms. Augustus has continued to maintain the housing in Marin County that she had maintained to satisfy the Cath Lab's call requirements, and has continued to incur that expense, so that she remained positioned to return if reinstatement were obtained.

147. Before the events alleged herein, Ms. Augustus and Mr. Augustus shared a stable marital relationship, including regular companionship, shared sleep, emotional support, and physical intimacy, and had not required marriage counseling. Since Ms. Augustus's termination and resulting psychological deterioration, her recurrent nightmares, disrupted sleep, altered sleep schedule, periods of functional impairment, and continuing emotional distress have materially disrupted those aspects of the marriage. The couple now frequently sleeps separately, Mr. Augustus has begun therapy, they are confronting the need for marriage counseling, and their physical intimacy and enjoyment of sexual relations have substantially diminished.

148. Taken together, the facts alleged above answer the question why this happened when it did. Ms. Augustus held the Cath Lab's most senior and highest-paid position and was its oldest nurse, and every recent hire into the department was materially younger. She made the disclosures and objections alleged in paragraphs 57 through 69 to the managers identified there. Those managers knew of them, and their conduct toward her changed, as alleged in paragraphs 70 through 73. The May 25, 2025 time entry supplied the occasion. The Hospital approved her separation on June 5, 2025, before it interviewed her, as alleged in paragraphs 87 through 92. It interviewed the witnesses whose accounts supported that disposition and not the identified percipient witnesses whose accounts might not have, and the stated reason escalated from a timekeeping discrepancy to an egregious HIPAA violation after the Hospital had approved her separation, as alleged in paragraphs 92 through 102. Kim Donegan, a materially younger and less-senior nurse, then filled Ms. Augustus's position. And the Hospital maintained the accusations after its governing body was told in writing that they were false, and after its own handling of patient information departed from the rationale it had used against her.

149. Plaintiffs repeat, reallege, and incorporate by reference all preceding allegations as though fully set forth herein and in each cause of action below. Based on the facts alleged, Plaintiffs assert the following causes of action against Defendants and seek the relief specified below.

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FIRST CAUSE OF ACTION

RETALIATION IN VIOLATION OF LABOR CODE § 1102.5

(By Ms. Augustus Against the Hospital and Does 1 through 25)

150. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

151. This cause of action is brought under Labor Code section 1102.5, subdivision (b). Ms. Augustus made each of the disclosures alleged below to persons with authority over her, and to employees of the Hospital with authority to investigate, discover, or correct the violation or noncompliance disclosed. Section 1102.5, subdivision (b), requires that the employee have had reasonable cause to believe that the information disclosed a violation of, or noncompliance with, a state or federal statute, rule, or regulation; it does not require that a violation in fact have occurred.

152. First. Ms. Augustus disclosed to her department manager and to the Hospital's Human Resources personnel, including Defendant Yi, that the Cath Lab's unintegrated Epic and XPER documentation configuration was producing incomplete and internally inconsistent patient medical records, as alleged in paragraph 62. She reasonably believed, based on her own observation of conflicting and batched entries in the records themselves, that the practice violated the requirements applicable to general acute care hospitals under Title 22 of the California Code of Regulations governing the content of each patient's health record (Cal. Code Regs., tit. 22, § 70749) and the accurate processing and checking of all medical records (id., § 70747, subd. (a)), adopted under Health and Safety Code section 1275. Her disclosure concerned the practice and the records it produced, not a disagreement with a management decision.

153. Second. Ms. Augustus disclosed to department management, to Yi, and through her California Nurses Association representative that the proposed "2 and 2" staffing model would leave patients undergoing interventional cardiac procedures without the registered-nurse coverage required for monitoring, medication administration, recognition of complications, and emergency intervention, as alleged in paragraphs 57 through 60.

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154. She reasonably believed, based on her clinical experience, the position of her union, and professional and peer-reviewed literature she had reviewed, that the model could not lawfully or safely staff the procedure room, because two trained persons must assist during the performance of all cardiac catheterization procedures (Cal. Code Regs., tit. 22, § 70435, subd. (a)(3)), because functions constituting the practice of nursing must be performed by licensed personnel (Bus. & Prof. Code, § 2725), and because the personnel the model would have substituted for a registered nurse were technicians and not nurses, and could not perform the nursing functions the procedures require. Labor Code section 1102.5, subdivision (b), requires reasonable cause to believe, not a violation established as a matter of law.

155. Third. In January 2025, Ms. Augustus disclosed to the Hospital's interventional cardiologists that management had represented that they had consented to the "2 and 2" model when they had not, as alleged in paragraph 61. She reasonably believed that the model was unlawful for the reasons alleged above and that the representation of physician consent was false.

156. Fourth. In December 2024, Ms. Augustus furnished written support for a charge filed with the National Labor Relations Board by a colleague, as alleged in paragraph 69. That disclosure was made to a government agency with authority to investigate the conduct disclosed.

157. Fifth. Ms. Augustus disclosed to management and to Human Resources that the Hospital's timekeeping system did not accurately record hours worked: the time clock at the entrance used by Cath Lab staff had malfunctioned, had been removed, and had not been replaced although the Hospital's own records continued to identify that entrance as an active timekeeping location; the Hospital's clocks were not synchronized to a single authoritative source and ran minutes apart; and staff were left to submit manual exception reports after the fact.

158. She reasonably believed that the resulting records did not accurately reflect hours worked and standby time, and that the Hospital's wage and record-keeping obligations under the Labor Code, including sections 226 and 1174, were not being met.

159. Ms. Augustus's beliefs were objectively reasonable and do not rest on her account alone. A Cath Lab colleague who worked beside her from 1998 forward, who was present for the May 25, 2025 procedure, and who has worked in that laboratory for more than thirty years has

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declared under penalty of perjury that the procedure chart "contains internal inconsistencies and obvious errors in its recorded times"; that such discrepancies "are not unusual when Josh Greene performs charting"; that Greene's time entries "have long been regarded by staff as imprecise," and that management, "including Sylvia Yi, was aware of his lack of accuracy and rigor in maintaining procedural times"; that correcting a clerical or timing error in a patient chart "has always been understood as a routine and proper practice, not a disciplinary matter"; and that he has "personally made or witnessed numerous such corrections, none of which were treated as misconduct." The Hospital abandoned the "2 and 2" model in favor of 3:1 staffing after physician input. And the Hospital's own manager acknowledged in the June 12, 2025 interview that the original documentation could contain errors.

160. Plaintiffs do not plead a cause of action under Labor Code section 1102.5, subdivision (c). This cause of action rests on Ms. Augustus's disclosures under subdivision (b).

161. The Hospital had actual knowledge of each protected disclosure before it acted, as alleged in paragraphs 70 and 71; the disclosures were made to, and the adverse actions were carried out by, the same managers and Human Resources personnel, including Yi.

162. Ms. Augustus's protected activity was a contributing factor in each adverse action the Hospital took against her, including the elimination of her scheduling rights, the pretextual investigation, and her termination. (Lab. Code, § 1102.6; *Lawson v. PPG Architectural Finishes, Inc.* (2022) 12 Cal.5th 703.)

163. The circumstances establishing the causal connection are alleged in paragraph 148 and include the close timing between her disclosures and her termination, the expressed animus, the departure from the Hospital's own progressive-discipline practice, the approval of the separation before the investigatory interview, the selective investigation, and the escalation of the stated reason after the decision was made.

164. The Hospital cannot demonstrate by clear and convincing evidence that it would have taken the same actions, at the same time, for legitimate, independent reasons, against a thirty-six-year employee with an unblemished record, over a signed-off timekeeping error worth approximately $43. (Lab. Code, § 1102.6.)

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165. As a direct and proximate result, Ms. Augustus has suffered and continues to suffer the damages alleged herein, in an amount according to proof. The Hospital is further liable for a civil penalty pursuant to Labor Code section 1102.5(f) and for reasonable attorney's fees pursuant to Labor Code section 1102.5(j).

166. In committing these acts, the Hospital acted with malice, oppression, and fraud within the meaning of Civil Code section 3294, through officers and managing agents and with the advance knowledge, authorization, and ratification of its officers, directors, and managing agents, as alleged in Section G above, entitling Ms. Augustus to exemplary damages.

SECOND CAUSE OF ACTION

RETALIATION IN VIOLATION OF HEALTH & SAFETY CODE § 1278.5

(By Ms. Augustus Against the Hospital and Does 1 through 25)

167. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

168. The Hospital is a health facility within the meaning of Health and Safety Code section 1250. Ms. Augustus is a registered nurse who was employed by that health facility and who presented grievances, complaints, and reports to the Hospital's management, to its Human Resources personnel, and to the medical staff concerning the care and services provided to patients at the facility, and concerning conditions at the facility that she believed unsafe for patients.

169. Her complaints concerned patient care and patient safety, not scheduling preferences or software convenience. She complained that the proposed "2 and 2" staffing model would leave patients undergoing invasive cardiac procedures without a registered nurse available for continuous hemodynamic monitoring, for administration and titration of sedation and other medications, for recognition of intra-procedural complications, and for emergency intervention. She complained that the Cath Lab's unintegrated dual-documentation configuration was producing patient records that misstated the timing and sequence of clinical events, that clinicians could not rely on those records in caring for the patient, and that the practice created a risk of error in monitoring, medication administration, and post-procedure handoff.

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170. She made those complaints to the persons responsible for the care delivered in the department and, as to the staffing model, to the interventional cardiologists who performed the procedures. She identified the requirements she believed the model could not meet, including the requirement that two trained persons assist during the performance of all cardiac catheterization procedures and the requirement that nursing functions be performed by licensed personnel.

171. Section 1278.5 requires no exhaustion of any administrative remedy. (Health & Saf. Code, § 1278.5, subd. (g).) Ms. Augustus is entitled to the presumption of retaliation provided by subdivision (d)(1), because the Hospital discharged her within 120 days of her presentation of the grievances and complaints alleged above.

172. The Hospital terminated Ms. Augustus on June 12, 2025, within 120 days of her presentation of grievances and complaints concerning unsafe patient care and conditions, including her renewed opposition in the spring of 2025 to unsafe staffing and unlawful documentation practices and the written grievance of April 27, 2025. Under Health and Safety Code section 1278.5(d)(1), there is accordingly a rebuttable presumption that the Hospital's discriminatory action was taken in retaliation for her protected activity.

173. The Hospital thereafter discriminated and retaliated against her, culminating in her termination, in violation of Health and Safety Code section 1278.5(b). No exhaustion of any administrative remedy is required. (*Fahlen v. Sutter Central Valley Hospitals* (2014) 58 Cal.4th 655.)

174. As a direct and proximate result, Ms. Augustus has suffered and continues to suffer the damages alleged herein and is entitled to the remedies provided by Health and Safety Code section 1278.5(g), including reinstatement, reimbursement of lost wages and work benefits, and the legal costs associated with pursuing this action, together with exemplary damages under Civil Code section 3294 on the facts alleged in Section G above.

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THIRD CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(By Ms. Augustus Against the Hospital and Does 1 through 25)

175. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

176. At all relevant times, Ms. Augustus was employed by Defendant Marin General Hospital, doing business as MarinHealth Medical Center, as a registered nurse in the Hospital's cardiac catheterization laboratory. On June 12, 2025, the Hospital terminated her employment.

177. The Hospital's termination of Ms. Augustus violated fundamental, substantial, and well-established public policies of the State of California that existed at the time of her discharge and were tethered to statutory and regulatory provisions. Those policies are not private contractual preferences.

178. They protect patients, licensed health-care workers, regulated hospital operations, medical-record integrity, workplace safety, freedom from retaliation, and freedom from age discrimination.

179. The public policies violated by the Hospital include the policies embodied in Labor Code section 1102.5, which prohibits retaliation against employees who disclose or oppose conduct they reasonably believe violates law, rule, or regulation; Health and Safety Code section 1278.5, which protects health-care workers who report unsafe patient care or unsafe conditions; the Confidentiality of Medical Information Act, Civil Code section 56 et seq., and Health and Safety Code section 1280.15, which protect the confidentiality and integrity of medical information and require regulated responses to unauthorized access or disclosure; Government Code sections 12940 and 12941, which prohibit age discrimination, harassment, and retaliation; and Title 22 of the California Code of Regulations, including provisions governing nurse staffing, nursing services, and hospital medical-record systems. These policies inure to the benefit of the public at large. (*Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167; *Stevenson v. Superior Court* (1997) 16 Cal.4th 880; *Green v. Ralee Engineering Co.* (1998) 19 Cal.4th 66.)

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180. Ms. Augustus engaged in conduct protected by each of those public policies, as alleged in paragraphs 57 through 69.

181. The Hospital terminated Ms. Augustus because of, and in substantial part motivated by, that protected conduct and her age. The facts establishing the causal connection are alleged in paragraph 148.

182. The Hospital's stated reasons were false, pretextual, and insufficient to justify discharge. The alleged minutes of standby time had no material economic significance. The claimed charting violation was contradicted by the clinical timeline and treating-team witnesses. The Hospital has identified no contemporaneous privacy-compliance assessment, breach analysis, patient notification, regulatory report, or licensing referral corresponding to the serious privacy violation it asserted. The Hospital's reliance on that accusation therefore supports an inference of retaliation, discrimination, bad faith, and wrongful termination in violation of public policy.

183. This cause of action does not seek the enforcement or the interpretation of the collective bargaining agreement between the Hospital and the California Nurses Association, and does not depend on Article 7.H, the scheduling provisions, the grievance provisions, or any other term of that agreement. The rights on which this cause of action rests are nonnegotiable rights conferred by California statute and by the public policies those statutes express, which exist independently of the agreement and which the agreement could not waive. The agreement is pleaded only as background: it explains the department's scheduling practice, the standby pay Ms. Augustus was guaranteed regardless of the disputed interval, the notice the Hospital received, the grievance process the Hospital controlled, and the chronology of the events alleged. No provision of the agreement need be construed to determine whether Defendants violated California law.

184. The public policies on which this cause of action rests are each embodied in a statutory provision of this State and each protects the public and not merely Ms. Augustus's private interest: the policy against retaliation for disclosing information the employee reasonably believes discloses unlawful conduct (Lab. Code, § 1102.5); the policy protecting health-facility employees who complain about patient care and facility safety (Health & Saf. Code, § 1278.5); the policy prohibiting retaliation against employees who raise workplace safety concerns (Lab. Code, § 6310);

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the policy requiring that general acute care hospitals maintain accurate patient records and staff their services as their licensure requires (Health & Saf. Code, § 1275; Cal. Code Regs., tit. 22, §§ 70435, 70747, 70749); and the policy against age discrimination in employment (Gov. Code, §§ 12940, 12941). Regulations may supply the requisite public policy where, as here, they implement statutory objectives of public importance. (*Green v. Ralee Engineering Co.* (1998) 19 Cal.4th 66, 71, 76-80.)

185. As a direct, legal, and proximate result of the Hospital's wrongful termination, Ms. Augustus has suffered and continues to suffer substantial harm, including lost wages, lost benefits, lost retirement value, loss of earning capacity, reputational injury, emotional distress, loss of professional standing, and other damages according to proof.

186. The Hospital's wrongful termination was a substantial factor in causing Ms. Augustus's harm.

187. The acts alleged herein were undertaken, authorized, approved, or ratified by officers, directors, and managing agents of the Hospital. The Hospital's senior Human Resources leadership approved the termination before the investigatory interview was completed. The grievance process was then controlled by the same official who investigated and defended the discharge. The Hospital's governing body later received formal notice of the retaliation, defamatory accusations, and compromised grievance process, but failed to investigate, correct, retract, or remedy the misconduct. These facts support an award of exemplary damages under Civil Code section 3294.

FOURTH CAUSE OF ACTION

AGE DISCRIMINATION (GOV. CODE §§ 12940(a), 12941)

(By Ms. Augustus Against the Hospital and Does 1 through 25)

188. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

189. Ms. Augustus pleads each element of a claim under Government Code section 12940, subdivision (a). She was sixty-two years of age and therefore within the class protected by the Act. She was performing competently: her formal evaluation rated her "Exemplary," and her personnel record contains no progressive discipline, corrective counseling, or adverse review in the decades preceding her termination.

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190. She suffered adverse employment actions, including the elimination of her seniority-based scheduling rights, the pretextual investigation, and her discharge on June 12, 2025.

191. The circumstances suggest a discriminatory motive. On information and belief the Hospital filled the position Ms. Augustus had held with a materially younger and less senior nurse, and the nurses who assumed her cyclic schedule and the remaining posted position were likewise materially younger, as alleged in paragraph 106. It treated the inaccurate entries of a younger comparator in the same patient record as unworthy of investigation while treating her single staff-time correction as career-ending fraud, as alleged in paragraph 108. It eliminated a scheduling practice whose benefits ran only to the department's oldest and longest-serving nurses, as alleged in paragraphs 52 and 53. And it selected for discharge the department's oldest and highest-paid nurse over a discrepancy worth approximately $43 that could not affect her pay. Replacement by a significantly younger employee, differential treatment of a younger comparator, and a false explanation are each circumstances from which discriminatory motive may be inferred. (*Guz v. Bechtel National, Inc.* (2000) 24 Cal.4th 317, 355; *Sandell v. Taylor-Listug, Inc.* (2010) 188 Cal.App.4th 297, 321; *Hersant v. Department of Social Services* (1997) 57 Cal.App.4th 997, 1002–1003; *Reeves v. Sanderson Plumbing Products, Inc.* (2000) 530 U.S. 133, 147.)

192. Those circumstances include the hiring pattern alleged in paragraph 55: in the approximately three years preceding the termination, every registered nurse hired into the Cath Lab was, on information and belief, under forty years of age, while the department's oldest and longest-serving nurse was selected for discharge over a $43 discrepancy that could not affect her pay.

193. The facts alleged in this cause of action support a discriminatory motive independently of any retaliatory motive alleged elsewhere in this Complaint. Even if Ms. Augustus had never made a protected disclosure or opposed any practice, the replacement of the department's oldest nurse by a materially younger and less senior nurse, the differential treatment of a younger comparator's inaccurate entries in the same record, the elimination of the practice that allocated assignments by length of service, and the hiring pattern alleged above would support the inference that age was a substantial motivating reason for the Hospital's actions.

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194. The Hospital's stated reason for the termination was false, unworthy of credence, and contrived after the fact, as alleged in paragraphs 92 through 104. Its falsity, together with the pattern alleged in paragraph 55, supports the inference that discrimination was the real reason for the discharge.

195. As a direct and proximate result, Ms. Augustus has suffered and continues to suffer the damages alleged herein and is entitled to attorney's fees and costs under Government Code section 12965, and to exemplary damages under Civil Code section 3294 on the facts alleged in Section G above.

FIFTH CAUSE OF ACTION

RETALIATION (GOV. CODE § 12940(h))

(By Ms. Augustus Against the Hospital and Does 1 through 25)

196. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

197. At all relevant times, Defendant Marin General Hospital, doing business as MarinHealth Medical Center, was an employer subject to the Fair Employment and Housing Act, Government Code section 12900 et seq., and Ms. Augustus was an employee protected by that Act.

198. The protected activity on which this cause of action rests is Ms. Augustus's opposition to age-based treatment, and nothing else. In her written objection of April 27, 2025, Ms. Augustus opposed the elimination of self-scheduling and of seniority-based shift selection and asked that both be restored.

199. In further emails to her supervisors, and in oral complaints to department management and to Human Resources, she opposed the change on the ground that it removed the assignment protections on which the department's oldest and longest-serving nurses depended and operated to their disadvantage, and she said so to the managers who made the change. Ms. Augustus was herself the department's oldest and longest-serving nurse, and the protections she identified were protections she held.

200. Ms. Augustus reasonably believed that the conduct she opposed was unlawful under the Fair Employment and Housing Act, and her belief rested on facts she had observed rather than on supposition.

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201. She was over sixty and the oldest nurse in the department. She had the most seniority, and the practice management eliminated allocated assignments by seniority, so that its elimination took from the oldest nurses what it took from no one else. Management thereafter managed shift postings in a way that further reduced the assignments available to them. And, as alleged in paragraph 55, every registered nurse hired into the department in the approximately three years preceding her termination was, on information and belief, under forty. An employee need not prove that the practice she opposed was in fact unlawful; it is enough that she reasonably believed it was.

202. Ms. Augustus communicated that opposition to the Hospital. She did so in the written objection of April 27, 2025, which she addressed to Min Zhu, to the Cath Lab manager, to Defendant Yi, and to Apolinarski, in further emails to her supervisors, and in oral complaints to department management and to Human Resources. In those communications Ms. Augustus conveyed that the change took away the protections on which the department's oldest and longest-serving nurses depended and left them worse off than the younger nurses who had never held assignments by seniority. Each recipient was a manager or Human Resources official with authority over the change or over Ms. Augustus, and Yi, who received the written objection, thereafter investigated her, decided her termination, and adjudicated both steps of her grievance.

203. This cause of action does not depend on the collective bargaining agreement. It does not seek the enforcement or the interpretation of Article 7.H, of the scheduling provisions, or of any other term of that agreement. The agreement is pleaded only as context for the practice that was eliminated and for the seniority the practice recognized; liability rests on the Fair Employment and Housing Act alone.

204. The Hospital knew of Ms. Augustus's protected opposition. Her objections were directed to managers and Human Resources personnel with authority over the challenged practices, including Defendant Sylvia Yi, and concerned the age-related effect of management's staffing, scheduling, and disciplinary decisions on older nurses in the Cath Lab.

205. After Ms. Augustus engaged in that protected opposition, the Hospital subjected her to adverse employment actions, including the rejection of her objection, the investigation and the discharge alleged in paragraphs 86 through 102. Her protected opposition was a substantial motivating reason for those actions, for the reasons alleged in paragraph 148.

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206. Ms. Augustus's protected opposition was a substantial motivating reason for the Hospital's adverse employment actions. The causal connection is shown by, among other facts, the close temporal proximity between her protected opposition and the adverse actions; Human Resources' expressed hostility toward protected activity; the Hospital's shifting and exaggerated explanations for the discharge; the failure to interview material exculpatory witnesses before deciding to terminate her; the reliance on unreliable timekeeping and documentation systems; the departure from ordinary progressive discipline; and the use of the same Human Resources official to investigate, defend, and adjudicate the termination.

207. The Hospital's stated reasons for its actions were false, pretextual, and unworthy of credence. The alleged minutes of standby time had no material economic significance. The asserted charting violation was contradicted by witness evidence and the clinical timeline. The Hospital has identified no contemporaneous privacy-compliance assessment, breach analysis, patient notification, regulatory report, or licensing referral corresponding to the serious privacy violation it asserted. That contemporaneous conduct supports the inference that the asserted HIPAA rationale was pretextual, and that the accusation was used as a label severe enough to justify a separation the Hospital had already approved.

208. As a direct, legal, and proximate result of the Hospital's retaliation, Ms. Augustus has suffered and continues to suffer substantial harm, including lost wages, lost benefits, lost retirement value, loss of earning capacity, reputational injury, emotional distress, loss of professional standing, and other damages according to proof.

209. The Hospital's retaliatory conduct was a substantial factor in causing Ms. Augustus's harm.

210. Ms. Augustus is entitled to all remedies available under the Fair Employment and Housing Act, including compensatory damages, attorney's fees, and costs pursuant to Government Code section 12965. The retaliatory acts alleged herein were undertaken, authorized, approved, or ratified by officers, directors, and managing agents of the Hospital. The Hospital's senior Human Resources leadership approved the termination before the investigatory interview was completed; the grievance process was controlled by the same official who investigated and defended the discharge; and the Hospital's governing body received formal notice of the retaliation, defamatory accusations, compromised grievance process, and unsupported HIPAA rationale but failed to investigate, correct, retract, or remedy the misconduct. These facts support an award of exemplary damages under Civil Code section 3294.

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SIXTH CAUSE OF ACTION

FAILURE TO PREVENT DISCRIMINATION AND RETALIATION (GOV. CODE § 12940(k))

(By Ms. Augustus Against the Hospital and Does 1 through 25)

211. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

212. Discrimination and retaliation in violation of the Fair Employment and Housing Act occurred, as alleged in the Fourth and Fifth Causes of Action. The Hospital discriminated against Ms. Augustus because of age and retaliated against her for opposing practices she reasonably believed violated the Fair Employment and Housing Act.

213. The Hospital failed to take all reasonable steps necessary to prevent that discrimination and retaliation from occurring. The Hospital did not provide an independent investigation, did not assign a neutral decisionmaker, did not separate the roles of investigator, advocate, and adjudicator, did not require meaningful review by a clinical leader or other uninvolved authority, and did not enforce any effective safeguard against retaliation by the very Human Resources personnel responsible for preventing it.

214. The Hospital's failure was not limited to omission. It affirmatively structured the process in a manner that allowed the discrimination and retaliation to occur and persist. The Hospital committed the investigation, termination process, Step One grievance response, and Step Two grievance review to the same interested Human Resources manager who had participated in the challenged conduct and who refused to recuse herself from reviewing her own decision. That structure eliminated meaningful internal review and made retaliation functionally self-ratifying.

215. The Hospital also failed to take reasonable corrective action after receiving formal notice of the discrimination, retaliation, defamatory accusations, and compromised grievance process. On July 28, 2025, Ms. Augustus, through counsel, served a detailed written whistleblower complaint and demand on the Hospital's President, Human Resources leadership, and members of the MarinHealth Boards. The Hospital did not commence a neutral investigation, did not order independent review, did not retract the accusations, did not correct the grievance process, did not discipline any responsible manager, and did not otherwise remediate the conduct.

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216. The Hospital's failure to take reasonable preventive and corrective steps was a substantial factor in causing Ms. Augustus harm. As a result, she has suffered and continues to suffer lost wages, lost benefits, lost retirement value, loss of earning capacity, reputational injury, emotional distress, physical manifestations of distress, loss of professional standing, and other damages according to proof.

217. Ms. Augustus is entitled to all remedies available under the Fair Employment and Housing Act, including compensatory damages, attorney's fees, and costs pursuant to Government Code section 12965. To the extent permitted by law, Ms. Augustus also seeks exemplary damages based on the authorization, approval, and ratification alleged herein.

SEVENTH CAUSE OF ACTION

DEFAMATION PER SE (CIV. CODE §§ 45, 45a, 46)

(By Ms. Augustus Against the Hospital, Yi, and Does 1 through 50)

218. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

219. The publications fall into three categories: publications to recipients who had no role in the investigation or the grievance and therefore served no common interest; publications within the grievance process, as to which any conditional privilege is defeated by malice and by publication beyond those with a need to know; and publications compelled from Ms. Augustus herself when she was required to state why her employment ended.

220. The principal publication is a writing. On June 25, 2025, Defendant Yi published a written Step One grievance response addressed to California Nurses Association representative Mac Stevenson and copied to two further recipients. In that writing Yi asserted, as statements of fact, that she had gathered and reviewed "all the evidence of both fraudulent patient charting and falsification of her timecard"; that "the most egregious was the fraudulent charting as that was a HIPAA violation"; that Ms. Augustus had entered the patient's chart "without a legitimate business need"; that Ms. Augustus "falsified the chart to match her exception report, by her own admission"; that the Hospital had "substantiation" for those findings; and that Ms. Augustus "showed no understanding of the HIPAA violation" and did not understand "the egregiousness of her HIPAA violation." Each recipient understood the statements to refer to Ms. Augustus.

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221. Each of those assertions is a statement of fact and not an expression of opinion. Each is capable of being proved false, and each is false: Ms. Augustus committed no fraud, falsified no chart and no timecard, accessed the record of a patient she was treating within the scope of her role, and admitted no falsification. The Hospital's own contemporaneous notes of the June 12, 2025 interview record the opposite of the admission Yi described.

222. Those statements included, without limitation, that Ms. Augustus engaged in "fraudulent charting," falsified a patient chart, falsified her timecard, committed timecard fraud, committed an asserted HIPAA violation, accessed a patient chart without a legitimate business need, inserted herself into a procedure when she was not present, and breached federal privacy law.

223. Each statement is defamatory per se. Each charged Ms. Augustus with dishonesty, with fraudulent conduct respecting a patient's medical record, and with a violation of federal privacy law, and each tended directly to injure her in respect to her profession as a registered nurse by imputing to her a want of the honesty, integrity, and privacy compliance that the practice of nursing requires. The statements are actionable without proof of special damage. (Civ. Code, §§ 45, 45a, 46.)

224. The further publications on which Plaintiffs rely are these. Yi issued the Step Two grievance denial on July 7, 2025, confirmed in a written communication of July 11, 2025, repeating the accusations. Hospital management circulated the written "Term Approval SBAR" repeating the accusations of fraudulent conduct within the Hospital before the termination issued. And Ms. Augustus was compelled to repeat the Hospital's stated reasons herself, as alleged below. Plaintiffs are informed and believe, and on that basis allege, that the stated reasons for the discharge were further repeated within the Hospital after the grievance process concluded; Plaintiffs do not rest this cause of action on those further internal republications.

225. Publications to recipients without a common interest. Defendant Yi published the accusation that Ms. Augustus had engaged in "fraudulent charting" and committed an asserted HIPAA violation to individuals who had no role in the investigation, in the discipline, or in the grievance, and who therefore shared no interest that the publication served. The June 25, 2025 publication was transmitted beyond the immediate employment decisionmakers, including to recipients at non-Hospital addresses.

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226. Plaintiffs further allege malice based on the facts pleaded herein, including Defendants' knowledge of contrary evidence and the divergence between the Hospital's own interview record and Yi's later characterization of Ms. Augustus's supposed admission.

227. The statements were false. Ms. Augustus did not commit fraud, did not falsify a patient chart, did not falsify her timecard, did not commit an asserted HIPAA violation, did not unlawfully access protected health information, did not insert herself into a procedure when she was not present, and did not engage in conduct incompatible with the proper exercise of her profession. The accusations were contradicted by the clinical timeline, treating-team witnesses, the absence of any reportable privacy-breach response by the Hospital, the immateriality of the alleged time discrepancy, the unreliability of the Hospital's timekeeping and documentation systems, and the Hospital's own inconsistent conduct concerning protected health information.

228. The statements were defamatory on their face. They charged Ms. Augustus, a registered nurse, with dishonesty, fraud, falsification of medical records, violation of federal privacy law, and professional misconduct incompatible with the practice of nursing.

229. They therefore exposed her to hatred, contempt, ridicule, obloquy, and professional disqualification, and directly injured her in her occupation. The written statements constitute libel per se under Civil Code sections 45 and 45a. To the extent Defendants made oral statements repeating the same accusations, those statements constitute slander per se under Civil Code section 46.

230. Damage to reputation is presumed. Ms. Augustus also suffered actual damages, including loss of employment, loss of earning capacity, lost employment opportunities in her profession, damage to professional reputation, humiliation, emotional distress, physical manifestations of distress, and other damages according to proof.

231. Publications within the grievance process, and malice. To the extent any publication was made to a person with a common interest within the meaning of Civil Code section 47, subdivision (c), the privilege does not apply, because Defendants published the accusations with malice and to persons beyond those with any need to know.

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232. The facts establishing malice include the following: by Yi's own written account the Hospital prepared Ms. Augustus's exit packet and final checks before her investigatory interview began; Yi never interviewed the two treating-team witnesses, a physician and a technologist, who were present during the procedure and who corroborated Ms. Augustus's account; the Hospital knew that the time clock at the entrance used by Cath Lab staff had been removed and not replaced and that its clocks ran minutes apart; the Hospital knew that the dual-documentation configuration produced inaccurate entries, and its own record of the same procedure reflects multiple clinical actions recorded by another nurse at the same or nearly the same moment; the Hospital's manager acknowledged in the interview that the original documentation could contain errors and that a same-day correction required no prior management approval; Yi told the union that Ms. Augustus had admitted falsification when the Hospital's own interview notes record the opposite; the Hospital treated the same category of entry as an ordinary correction when made by others; Yi shifted the characterization of the same event from timecard fraud to "fraudulent charting" to an egregious HIPAA violation; Yi had told Ms. Augustus months earlier that "all good things come to an end"; Yi refused to recuse herself from reviewing her own decision and declared herself "the most qualified" person to adjudicate the grievance; the Hospital has identified no contemporaneous privacy-compliance assessment, breach analysis, patient notification, regulatory report, or licensing referral arising from Ms. Augustus's conduct; and Defendants continued to publish and maintain the accusations after receiving, on July 28, 2025, a detailed written statement of their falsity.

233. Compelled self-publication. The following paragraphs allege the publications Ms. Augustus was compelled to make herself.

234. Defendants also caused foreseeable coerced self-publication. By terminating Ms. Augustus for stated reasons accusing her of fraud, falsification of medical records, timecard fraud, and an asserted HIPAA violation, Defendants knew or reasonably should have known that Ms. Augustus would be compelled to repeat those accusations to others in order to explain the abrupt end of a thirty-six-year nursing career and seek comparable employment.

235. Since her termination, including as recently as June 2026, Ms. Augustus has been required to disclose the Hospital's stated reasons for her discharge to prospective employers, health-care recruiters, credentialing-related contacts, professional references, government agencies, and others.

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236. Those disclosures were not voluntary republications undertaken to manufacture a claim. They were the natural, probable, and foreseeable consequence of Defendants' false stated reasons for termination, made under strong practical compulsion in aid of explaining and disproving accusations that Defendants placed in motion. Defendants are responsible for those compelled self-publications because the need for Ms. Augustus to repeat the defamatory accusations was foreseeable when Defendants communicated the accusations to her and to others.

237. Ms. Augustus did not consent to the publication or republication of those accusations. To the extent she later repeated them to prospective employers, recruiters, credentialing-related contacts, professional references, government agencies, or others, she did so under strong practical compulsion to explain and disprove Defendants' stated reasons for ending her thirty-six-year nursing career, not voluntarily and not to manufacture a claim.

238. Each compelled republication alleged above is an independently actionable publication for which Defendants are responsible. Plaintiffs plead the original publications, the internal republications, and the compelled republications as separate and alternative bases for liability and damages. Plaintiffs plead only republications that have actually occurred, including those in or about June 2026, and do not plead any future or hypothetical republication as a publication.

239. Yi is individually liable for defamatory statements she authored, made, approved, or republished. The Hospital is liable for publications made by Yi and other employees or agents within the course and scope of employment, and because the publications were authorized, approved, or ratified by officers, directors, or managing agents of the Hospital after actual notice of their falsity.

240. Defendants' conduct was malicious, oppressive, and fraudulent within the meaning of Civil Code section 3294. As to the Hospital, the defamatory accusations were made, authorized, approved, or ratified by officers, directors, or managing agents, including through advance approval of the termination rationale, the use of the grievance process to maintain the accusations, and the governing body's failure to investigate, retract, correct, or remedy the accusations after receiving formal written notice. Ms. Augustus is therefore entitled to exemplary damages against each Defendant according to proof.

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241. Following an adjudication that the challenged statements are false and defamatory, Ms. Augustus will seek all appropriate equitable relief, including a narrowly tailored injunction prohibiting Defendants from repeating statements adjudicated to be defamatory.

EIGHTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(By Ms. Augustus Against the Hospital, Yi, and Does 1 through 50)

242. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

243. Defendants' conduct was extreme and outrageous and exceeded all bounds tolerated in a civilized community. Defendants did not merely discipline or discharge Ms. Augustus.

244. They threatened a thirty-six-year registered nurse that "all good things come to an end" after she engaged in protected activity; made career-ending accusations, after the separation had already been approved, of fraud, falsification of medical records, timecard fraud, and an asserted HIPAA violation from a disputed timekeeping and charting issue; published and republished those accusations to third parties; forced Ms. Augustus to repeat the accusations to prospective employers, recruiters, credentialing-related contacts, professional references, government agencies, and others in order to explain the abrupt end of her career; and maintained the accusations after receiving formal written notice that they were false, retaliatory, and professionally devastating.

245. Defendants' conduct was especially outrageous because of the power they held over Ms. Augustus's livelihood, reputation, and professional standing as a registered nurse. The accusations did not concern an ordinary workplace disagreement.

246. They branded Ms. Augustus as dishonest, clinically unsafe, and responsible for violating federal privacy law.

247. Defendants knew, or consciously disregarded, that such accusations would foreseeably threaten her ability to obtain comparable nursing employment, maintain her professional reputation, protect her licensure interests, and continue a career built over more than three decades.

248. Plaintiffs do not rest this cause of action on the grievance process, on the investigation, or on the discharge.

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249. The conduct on which it rests is the knowing or reckless publication of accusations that Ms. Augustus committed fraud, falsified a patient medical record, and committed an asserted HIPAA violation; the publication of those accusations to persons with no role in the matter; and their maintenance and repetition after Defendants received written evidence of their falsity, including after the Hospital's own governing body was told in writing that they were false. The facts concerning the grievance process are pleaded elsewhere as evidence of pretext and of state of mind.

250. Defendants acted intentionally, maliciously, and with reckless disregard of the probability that Ms. Augustus would suffer severe emotional distress. Defendants knew the accusations would be devastating to a senior registered nurse whose livelihood depended on clinical trust, honesty, privacy compliance, and professional reputation. Defendants nevertheless made, maintained, and republished those accusations, and did so for retaliatory and improper purposes.

251. This cause of action does not arise from the termination of Ms. Augustus's employment, from the investigation that preceded it, from any personnel decision, from criticism of her work, or from any other conduct that is a normal part of the employment relationship. It arises from conduct that lies outside the employment bargain and outside the risks of employment: knowingly or recklessly branding a registered nurse of thirty-six years a perpetrator of fraud, a falsifier of patient medical records, and the author of an asserted HIPAA violation; publishing those accusations to persons with no role in the matter and to personal electronic mail addresses outside the grievance process; maintaining and repeating them after receiving written evidence of their falsity; structuring the internal process so that the accuser reviewed her own accusation; and doing all of this because Ms. Augustus had reported unsafe staffing, inaccurate patient records, and unlawful retaliation.

252. The injuries for which Ms. Augustus seeks recovery in this cause of action are the injuries caused by that conduct, including injury to her reputation and professional standing and the severe emotional distress that conduct inflicted. Conduct of that character is not a risk encompassed within the compensation bargain, and the injuries it caused are not injuries arising out of and in the course of employment within the meaning of the workers' compensation law.

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253. As a direct, legal, and proximate result of Defendants' outrageous conduct, Ms. Augustus suffered severe emotional distress of a substantial and enduring nature, including humiliation, anxiety, loss of dignity, fear for her professional future, recurrent nightmares, and disrupted sleep. She has received treatment from both a psychologist and a therapist. She has been prescribed medication for sleep disturbance because the nightmares repeatedly woke her and interfered with normal sleep. She has experienced periods in which she was unable to get out of bed and periods in which she could not maintain ordinary daily activities. Plaintiffs plead these symptoms as facts and do not plead any diagnosis; the nature, extent, and duration of the distress are alleged according to proof.

254. Defendants' conduct was a substantial factor in causing Ms. Augustus's severe emotional distress and related harm.

255. Defendants' conduct was malicious, oppressive, and fraudulent within the meaning of Civil Code section 3294. As to the Hospital, the conduct was undertaken, authorized, approved, or ratified by officers, directors, or managing agents, including through advance approval of the termination rationale, the use of the grievance process to maintain the accusations, and the governing body's failure to investigate, retract, correct, or remedy the accusations after receiving formal written notice. Ms. Augustus is therefore entitled to compensatory damages, consequential damages, and exemplary damages against each Defendant according to proof.

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NINTH CAUSE OF ACTION

LOSS OF CONSORTIUM

(By Mr. Augustus Against the Hospital, Yi, and Does 1 through 50)

256. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

257. At all relevant times, David Augustus and Sandra Denise Augustus were, and are, lawfully married.

258. As alleged in the Seventh and Eighth Causes of Action, Defendants committed tortious acts against Ms. Augustus, including defamation per se and intentional infliction of emotional distress. Those tortious acts caused Ms. Augustus substantial personal injury, including severe emotional distress, physical manifestations of distress, reputational injury, loss of professional standing, loss of employment, and other harms according to proof.

259. This cause of action is derivative only of the Seventh and Eighth Causes of Action, which allege tortious personal injury to Ms. Augustus. It is not predicated on any statutory employment claim, and it does not depend on the Hospital's liability under the Fair Employment and Housing Act, the Labor Code, or the Health and Safety Code.

260. As a direct and proximate result of the tortious conduct alleged herein, Mr. Augustus has suffered loss of Ms. Augustus's love, companionship, comfort, care, assistance, protection, affection, society, moral support, and enjoyment of sexual relations.

261. Mr. Augustus pleads his own therapy as evidence of the seriousness of the disruption to the marital relationship, and not as a separate claim for his own emotional injury. He does not seek recovery for Ms. Augustus's damages, but for the separate injury he has suffered from the impairment of the marital relationship caused by Defendants' tortious conduct.

262. Defendants' conduct was a substantial factor in causing Mr. Augustus's loss of consortium.

263. Mr. Augustus has suffered damages in an amount to be proven at trial.

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TENTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LAB. CODE § 2698 et seq.)

(By Plaintiff Sandra Denise Augustus, on Behalf of the State of California, the Labor and Workforce Development Agency, Herself, and Other Aggrieved Employees, Against Defendant Marin General Hospital, d/b/a MarinHealth Medical Center, and Employer Does 1 through 25)

264. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

265. At all relevant times, Defendant Marin General Hospital, doing business as MarinHealth Medical Center, was a private employer subject to the Labor Code and to the Private Attorneys General Act, Labor Code section 2698 et seq.

266. Ms. Augustus is an aggrieved employee within the meaning of Labor Code section 2699. She was employed by the Hospital during the applicable statutory period and personally suffered each Labor Code violation for which she seeks civil penalties in this action. Other current and former non-exempt employees of the Hospital suffered the same types of violations during the applicable period and are aggrieved employees within the meaning of the Private Attorneys General Act.

267. Ms. Augustus satisfied the administrative notice requirements of Labor Code section 2699.3. On or about August 18, 2025, Ms. Augustus submitted a Private Attorneys General Act notice to the Labor and Workforce Development Agency, assigned LWDA Case No. LWDA-CM-1119663-25, and served the notice on the Hospital.

268. The notice identified the facts and theories supporting each Labor Code violation alleged in this cause of action, including retaliation for protected disclosures and protected activity, retaliation for raising workplace-safety concerns, unpaid standby and call-back compensation for hours worked, inaccurate itemized wage statements, failure to maintain accurate payroll and timekeeping records, failure to timely produce records after written request, and failure to timely pay all wages owed at separation.

269. The statutory waiting period has expired, the Labor and Workforce Development Agency did not bar this action, and the Hospital did not timely cure the violations in a manner that precludes this action. To the extent the Hospital contends that any violation was cured, Ms. Augustus alleges that any purported

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cure was incomplete, untimely, ineffective, or insufficient to eliminate civil-penalty liability under the Private Attorneys General Act.

270. During the applicable statutory period, the Hospital committed Labor Code violations against Ms. Augustus and other aggrieved employees, including the following violations to the extent encompassed by the Labor and Workforce Development Agency notice:

a. retaliation for protected Labor Code activity, protected disclosures, disclosure of working conditions, workplace-safety complaints, union-related activity, and whistleblowing activity, in violation of Labor Code sections 98.6, 232.5, 1102.5, and 6310;

b. retaliation against Ms. Augustus for raising concerns about workplace safety, including unsafe staffing practices and unsafe working conditions in the Cath Lab, in violation of Labor Code section 6310;

c. failure to pay all wages due for hours actually worked, including standby compensation, call-back compensation, contractual differentials, and compensation for time worked before and after recorded shift times, where the Hospital's own timekeeping system did not record the hours worked. Plaintiffs do not seek civil penalties for any overtime claim that would require the interpretation or application of the collective bargaining agreement within the meaning of Labor Code section 514;

d. failure to furnish accurate, complete, and compliant itemized wage statements, including wage statements omitting required hours, rates, standby time, overtime information, premium wages, or the correct legal employer name, in violation of Labor Code section 226, subdivision (a);

e. failure to maintain accurate payroll, timekeeping, and employment records, including accurate records of hours worked, wages paid, standby time, call-back time, meal and rest period premiums, and timekeeping edits or corrections, in violation of Labor Code sections 1174, subdivision (d), and 1174.5;

f. failure to timely make personnel, payroll, and wage records available for inspection and copying following written request, in violation of Labor Code sections 226, subdivision (c), and 1198.5;

g. failure to timely pay all wages owed at separation and after separation, including final wages, premium wages, standby compensation, call-back compensation, overtime, differentials, accrued paid time off, and other earned compensation, in violation of Labor Code sections 201 through 203; and

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271. Ms. Augustus personally suffered each violation alleged in this cause of action. She was retaliated against for the protected disclosures alleged above; she worked in the department whose assisting personnel the Hospital proposed to reduce and whose reported hazards it failed to correct; her own wage statements omitted required information concerning standby hours and rates; her own hours were recorded by a system the Hospital knew did not capture them; her own written requests for personnel and payroll records were not timely answered; and her own final wages, including standby and call-back compensation and accrued paid time off, were not timely and fully paid at separation. Each theory pleaded in this cause of action was disclosed in the written notice submitted to the Labor and Workforce Development Agency on August 18, 2025, and Plaintiffs do not pursue in this action any theory that the notice did not disclose.

272. The staffing and safety allegations are pleaded in this cause of action as the subject matter of the protected activity for which Ms. Augustus was retaliated against in violation of Labor Code section 6310, and not as free-standing penalty predicates. Those allegations include the Hospital's proposed reduction of assisting personnel in the Cardiac Catheterization Laboratory, the proposed substitution, for functions constituting the practice of nursing, of personnel who were not registered nurses, the dual-charting practice the Hospital required, and the Hospital's failure to correct conditions its employees had reported.

273. Plaintiffs refer to the requirement that two persons, registered nurses or cardiovascular technicians trained in the use of all instruments and equipment, assist during the performance of all cardiac catheterization procedures (Cal. Code Regs., tit. 22, § 70435, subd. (a)(3)), and the requirement that functions constituting the practice of nursing be performed by licensed personnel (Bus. & Prof. Code, § 2725), and to Industrial Welfare Commission Wage Order No. 5, as factual predicates showing the Hospital's knowledge, the nature of the conditions Ms. Augustus reported, and the reasonableness of her belief when she reported them. Plaintiffs do not seek Private Attorneys General Act penalties for free-standing regulatory or contractual violations, and do not allege that any particular staffing ratio was as a matter of law violated.

274. The collective bargaining agreement between the Hospital and the California Nurses Association is pleaded in this cause of action only as evidence of notice, knowledge, willfulness, common policies and practices, wage obligations, safety obligations, recordkeeping obligations, and the Hospital's awareness of the statutory duties at issue. Plaintiffs do not seek Private Attorneys General Act penalties for breach of contract or for violation of the collective bargaining agreement as such.

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275. The Hospital's violations were not isolated or accidental. They resulted from common policies, practices, systems, or failures, including a timekeeping system the Hospital knew did not record hours actually worked, staffing practices that disregarded the licensure and training requirements applicable to assisting personnel, failure to maintain accurate payroll and personnel records, failure to pay standby, call-back and differential wages for time worked, failure to timely produce records required by the Labor Code, and retaliation against employees who disclosed, opposed, or reported unlawful workplace practices.

276. Ms. Augustus seeks civil penalties on behalf of the State of California, the Labor and Workforce Development Agency, herself, and other aggrieved employees in the amounts provided by Labor Code section 2699 and all applicable Labor Code penalty provisions.

277. For claims governed by the Private Attorneys General Act amendments applicable to notices filed on or after June 19, 2024, Plaintiffs seek penalties subject to the allocation, penalty limitations, cure provisions, and other statutory requirements applicable to such claims, including allocation of penalties as required by Labor Code section 2699.

278. Ms. Augustus also seeks injunctive relief, which a court is authorized to award in an action by an aggrieved employee under Labor Code section 2699, subdivisions (e)(1) and (k)(1), limited to the Labor Code violations pleaded in this cause of action and not extending to Labor Code sections 6400 through 6403: relief requiring the Hospital to maintain accurate time and payroll records, to furnish compliant itemized wage statements, to timely produce records required by the Labor Code after written request, and to refrain from retaliating against employees who disclose, oppose, or report Labor Code violations.

279. Ms. Augustus further seeks reasonable attorney's fees and costs pursuant to Labor Code section 2699, subdivision (k)(1), interest as permitted by law, and all other relief available under the Private Attorneys General Act.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

I. On the First Cause of Action:

1. For past and future economic damages, including lost wages, benefits, employer retirement contributions, forfeited leave, and out-of-pocket expenses, according to proof;

2. For general and non-economic damages, including damages for injury to reputation and severe emotional distress, according to proof;

3. For civil penalties pursuant to Labor Code section 1102.5(f);

4. For exemplary damages pursuant to Civil Code section 3294, in an amount sufficient to punish and deter, according to proof;

II. On the Second Cause of Action:

5. For the remedies provided by Health and Safety Code section 1278.5(g), including reinstatement of employment, benefits, seniority, and leave balances, reimbursement of lost wages and work benefits, and the legal costs associated with pursuing the case, or front pay in lieu of reinstatement;

6. For exemplary damages pursuant to Civil Code section 3294, in an amount sufficient to punish and deter, according to proof;

III. On the Third Cause of Action:

7. For compensatory damages, according to proof, and exemplary damages pursuant to Civil Code section 3294;

IV. On the Fourth, Fifth, and Sixth Causes of Action:

8. For compensatory damages, according to proof; for exemplary damages pursuant to Civil Code section 3294 on the Fourth and Fifth Causes of Action; and for attorney's fees and costs, including expert witness fees, pursuant to Government Code section 12965(c)(6);

V. On the Seventh Cause of Action:

9. For presumed, general, and special damages for injury to reputation and for emotional distress, according to proof;

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10. For exemplary damages pursuant to Civil Code section 3294 against the Hospital and Yi, and each of them, in an amount sufficient to punish and deter, according to proof;

11. For a narrowly tailored injunction, upon adjudication that the statements at issue are defamatory, prohibiting Defendants from repeating or republishing them;

VI. On the Eighth Cause of Action:

12. For compensatory damages, according to proof, and exemplary damages pursuant to Civil Code section 3294;

VII. On the Ninth Cause of Action:

13. For damages for loss of consortium in favor of Plaintiff David Augustus, according to proof;

VIII. On the Tenth Cause of Action:

14. For civil penalties pursuant to Labor Code section 2699, allocated 65 percent to the Labor and Workforce Development Agency and 35 percent to the aggrieved employees, as provided by section 2699, subdivision (m);

15. For injunctive relief as authorized by Labor Code section 2699, subdivisions (e)(1) and (k)(1), limited to the Labor Code violations pleaded in the Tenth Cause of Action and not extending to Labor Code sections 6400 through 6403;

16. For attorney's fees and costs pursuant to Labor Code section 2699, subdivision (k)(1);

IX. On All Causes of Action:

17. For equitable relief as authorized by the causes of action pleaded: under Health and Safety Code section 1278.5, subdivision (g), and Government Code section 12965, an order directing the Hospital to expunge from Ms. Augustus's personnel and related records the termination and every notation of "fraud," "fraudulent charting," "falsification," or "HIPAA violation," and to provide neutral employment references; and, on the Seventh Cause of Action and only upon adjudication that the statements at issue are false and defamatory, corrective notice to each person to whom those statements were published;

18. For prejudgment interest pursuant to Civil Code sections 3287, 3288, and 3291;

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19. For reasonable attorney's fees pursuant to Labor Code sections 1102.5, subdivision (j), and 2699, subdivision (k)(1), Health and Safety Code section 1278.5, subdivision (g), and Government Code section 12965, subdivision (c)(6), including expert witness fees;

20. For costs of suit; and

21. For such other and further relief as the Court deems just and proper.

DATED: September 11, 2026

Respectfully submitted,

BAKLINE LAW FIRM P.C.

By: _____
Brandon A. Kline

Attorneys for Plaintiffs
SANDRA D. AUGUSTUS and DAVID M. AUGUSTUS

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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by jury on all causes of action so triable.

DATED: September 11, 2026

BAKLINE LAW FIRM P.C.

By: _____
Brandon A. Kline

Attorneys for Plaintiffs
SANDRA D. AUGUSTUS and DAVID M. AUGUSTUS

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VERIFICATION

I, Sandra D. Augustus, declare:

I have read the foregoing First Amended Verified Complaint for Damages and Civil Penalties and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this verification was executed on September 13, 2026, at Napa, California.

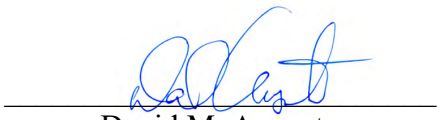
Sandra D. Augustus

VERIFICATION

I, David M. Augustus, declare:

I have read the foregoing First Amended Verified Complaint for Damages and Civil Penalties and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this verification was executed on September 13, 2026, at Napa, California.



David M. Augustus

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