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ELECTRONICALLY FILED
Superior Court of California
County of Marin
07/06/2026
James M. Kim, Clerk of the Court
By: C. St. Clair, Deputy

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

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

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

INTRODUCTION

1. 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 cardiac catheterization laboratory nurse at Marin General Hospital, doing business as MarinHealth Medical Center (the "Hospital"). She rose to Clinical Registered Nurse III, Step 11. She became the most senior nurse in the Cath Lab. And year after year, in public filings made to the Internal Revenue Service under penalty of perjury, the Hospital told the federal government what it now asks this Court to forget: Ms. Augustus was not marginal. She was one of the institution's highest-compensated clinical employees, appearing for decades on the same Form 990 compensation schedules that identified the Hospital's senior executives, physician leaders, key employees, and highest-paid personnel. Thirteen months before the Hospital fired her, it rated her performance "Exemplary."

2. The Hospital ended that career over minutes of standby time worth approximately $43. It shifted labels as the occasion required. When the issue was pay, it called the discrepancy "timecard fraud." When the issue was professional integrity, it called the same event "fraudulent charting." And when the Hospital needed a ground for immediate discharge, it elevated the accusation into 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.

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3. Yet the Hospital treated imperfect timekeeping records, badge-swipe data, and inconsistent clinical chart entries as if they supplied atomic time. The timing supplies the motive: the termination came after Ms. Augustus supported protected labor activity before the National Labor Relations Board, after she renewed objections to unsafe staffing and unlawful documentation practices, after Human Resources warned 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.

4. 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 "egregious HIPAA violation." Those accusations were false. They charged a registered nurse with dishonesty and professional misconduct incompatible with her profession. They are defamatory per se. And they have followed Ms. Augustus beyond the termination of a career that, thirteen months earlier, the Hospital itself had described as exemplary.

5. The Hospital's own conduct refutes any claim that it honestly believed its accusations. An institution that genuinely believes a nurse falsified medical records performs the breach-risk assessment federal law requires, notifies the affected patient where required, refers the matter to the nurse's licensing board where appropriate, and makes the reports state law commands. The Hospital did none of that. Instead, by Yi's own written account, the Hospital prepared Ms. Augustus's exit packet and final checks before her investigatory interview began. It did not interview the two treating-team witnesses who corroborated her account. It reached the result first and built the record afterward.

6. 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.

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7. 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.

8. 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. 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. With actual knowledge of what had been done in the Hospital's name, the Hospital's governing body chose inaction.

9. 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.

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PARTIES

10. 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.

11. 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.

12. 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.

13. 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 paragraph 76 below. Yi is sued individually on the Seventh, Eighth, and Ninth Causes of Action only.

14. 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.

15. 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 69, 71, 76, and 79 below.

JURISDICTION AND VENUE

16. 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.

17. 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

18. *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

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7, 2025, the CRD issued its Notice of Case Closure and Right to Sue pursuant to Government Code section 12965.

19. On August 18, 2025, Ms. Augustus filed an amended CRD complaint, which is deemed to have the filing date of the original 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.

20. *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.

21. 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.

22. 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.

23. The Private Attorneys General Act notice identified the Labor Code violations alleged in this action, including retaliation for protected activity and whistleblowing; retaliation for workplace-safety complaints; failure to provide safe and healthful employment; failure to provide compliant meal and rest periods or premium compensation; failure to pay all wages due, including overtime, standby, call-back, differential, and off-the-clock wages; failure to provide accurate itemized wage statements; failure to maintain accurate payroll and time records; failure to timely

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produce personnel, payroll, and wage records; failure to reimburse necessary business expenses; unlawful pay differentials; and failure to timely pay all wages owed at and after separation.

24. 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 and any timely amendment thereto.

25. 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.

26. 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.

27. 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.

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28. *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 California Nurses Association timely protested Ms. Augustus's discharge and pursued the grievance through Step One and Step Two.

29. 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.

30. 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.

31. 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

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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.

32. *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

33. 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.

34. 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.

35. 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.

36. 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

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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.

37. 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.

38. 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 full Board, and suffered no prejudice from the forbearance it requested. Under the doctrines of equitable estoppel and equitable tolling, the period from July 28, 2025 through at least December 12, 2025 is excluded from every applicable limitations period, and the Hospital is estopped from asserting any limitations defense predicated on the delay it invited.

39. 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.

GENERAL ALLEGATIONS

A. Thirty-Six Years of Exemplary Service

40. Ms. Augustus began her service at the Hospital on February 17, 1989. Over thirty-six years she became the Cath Lab'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." The Hospital's own filings quantify her value. Its IRS Forms 990, filed under penalty

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of perjury, report her among the Hospital's highest-compensated employees year after year: total compensation of $411,555 (2017), $469,614 (2018), $508,065 (2020), $540,211 (2021), and $603,924 (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.

B. Protected Activity: Patient Safety, Record Integrity, and the Response It Drew

41. *Dual-charting disclosures.* The Hospital's Cath Lab operated two documentation systems, Epic and XPER, whose incomplete and inconsistent implementation, with little training and no standardized guidance, produced routine inaccuracies requiring later correction. Ms. Augustus repeatedly disclosed to persons with authority over her, including in shift briefings and directly to management, her reasonable, good-faith belief that the dual-charting environment violated state and federal law governing the accuracy and integrity of medical records and exposed patients to risk. These disclosures are protected by Labor Code section 1102.5(b) and Health and Safety Code section 1278.5.

42. *Staffing disclosures.* In late 2024 and continuing into 2025, Ms. Augustus opposed the Hospital's proposed "2 and 2" Cath Lab staffing model, which would have substituted less-trained personnel for licensed registered nurses in high-acuity interventional procedures. Based on her decades of experience and her review of professional standards and regulatory requirements, she disclosed to management her reasonable, good-faith belief that the model violated Title 22 of the California Code of Regulations and endangered patients. The model was ultimately abandoned after physician objection, vindicating her position and embarrassing its proponents.

43. *The threat.* In December 2024, Ms. Augustus supported a long-tenured colleague's charge filed with a federal labor agency concerning departmental scheduling practices. In January 2025, at a meeting convened by Human Resources, Defendant Yi told Ms. Augustus that the

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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 in retaliation for protected activity.

44. *The escalation.* In April 2025, weeks after the "2 and 2" model failed, management unilaterally eliminated the department's longstanding seniority-based self-scheduling practice and imposed cyclic schedules.

45. On April 27, 2025, Ms. Augustus and her colleague submitted a written grievance opposing the change; on May 19, 2025, management summarily rejected it. The elimination of self-scheduling fell hardest, by design, on the department's most senior, oldest, and highest-paid nurses.

46. *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.

47. 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.

C. The Pretext: Fifteen Minutes, a Broken Clock, and a Manufactured "Fraud"

48. 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 a.m.

49. The discrepancy, minutes of standby 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.

50. That evening, at approximately 7:22 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.

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51. Same-day correction of staff-time entries was common, accepted practice in the Cath Lab and other interventional departments, was consistent with the Hospital's Legal Health Record policy governing corrections, involved no disclosure of protected health information to any unauthorized person, and affected no clinical information, no patient care, and no clinical outcome. Two members of the treating team, the attending interventional cardiologist and a veteran Cath Lab colleague, later confirmed in writing Ms. Augustus's presence before the procedure.

52. 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 the same day, without progressive discipline, over a discrepancy her own manager had contemporaneously signed off as an error rather than fraud.

53. Every objective marker of an actual belief in misconduct is absent. By Yi's own written account, the Hospital "prepared an exit packet and final checks" before Ms. Augustus's investigatory interview began; the outcome preceded the inquiry. The Hospital's investigator, Defendant Yi, never interviewed the two treating-team witnesses who corroborated Ms. Augustus's account. The Hospital never performed the breach risk assessment that federal regulations require when a HIPAA breach is suspected in earnest; never made any breach notification; never made any licensing-board referral, complaint, or report to the Board of Registered Nursing; and never took any other regulatory or professional-reporting step consistent with its claim that Ms. Augustus had committed an egregious clinical-integrity or privacy violation. That conduct is irreconcilable with an actual belief that a nurse had falsified medical records. And in the days immediately following the termination, management circulated to Cath Lab staff, for the first time, written policies purporting to prohibit the very conduct at issue; staff attested they had never before seen them. The Hospital terminated first and manufactured the paper afterward.

54. The Hospital's own subsequent conduct confirms that its invocation of HIPAA against Ms. Augustus was stigma, not belief. In September 2025, in responding to Ms. Augustus's statutory request for her personnel and payroll records under Labor Code sections 226 and 1198.5, the Hospital transmitted records containing the unredacted protected health information of at least

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twenty distinct patients wholly unrelated to this matter, without patient authorization and without any subpoena, court order, or qualified protective order.

55. Elsewhere within the very same production, the Hospital properly redacted patient identifiers, demonstrating that it knew when redaction was required and how to apply it, and chose not to.

56. The Hospital thereafter performed no breach risk assessment under 45 C.F.R. § 164.402, notified no affected patient, made no report to any state or federal authority, attempted no claw-back or correction, and imposed no consequence on anyone. These are the identical omissions that mark its treatment of Ms. Augustus's conduct as pretextual.

57. The institution that ended a thirty-six-year nursing career over a staff-time correction involving no disclosure of protected health information to any person thus itself disseminated twenty patients' protected health information without assessment, notification, or accountability.

58. These facts are alleged solely as evidence of pretext, of the falsity of Defendants' accusations, and of the state of mind with which those accusations were made and maintained; they are not alleged as a basis for liability or damages, and no cause of action herein arises from the Hospital's litigation-related communications.

59. The asserted motive is arithmetically absurd. The Hospital contends that its single highest-compensated nurse, earning over half a million dollars annually and listed on its public tax filings beside its executive officers, risked a thirty-six-year career to misappropriate minutes of standby time worth approximately $43, with no material effect on her compensation. The accusation was not a conclusion drawn from evidence; it was a label selected for its stigma.

D. The Defamation: "Fraudulent Charting" and an "Egregious HIPAA Violation"

60. 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

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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.

61. 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.

62. 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 the written statements of the two treating-team witnesses 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.

63. 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 confirms it never believed otherwise: no breach assessment, no notification, no licensing-board referral or complaint, and no other regulatory or professional-reporting step.

64. 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.

65. 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

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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.

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

67. 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. On information and belief, the Hospital has republished the substance of the accusations after June 2025, including in internal communications, and each such republication is a separately actionable publication.

68. In addition, because any prospective nursing employer requires an applicant to state the reason for leaving her prior position, Ms. Augustus has been and will be compelled, under strong compulsion and without an opportunity to avoid it, to republish the Hospital's false stated reason for her termination to prospective employers; such compelled self-publication was the foreseeable and intended consequence of Defendants' conduct and is attributable to Defendants.

E. Notice to the Board; Conscious Ratification

69. 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.

70. The complaint identified the protected disclosures, the retaliatory termination, and Yi's defamatory statements element by element, including the June 25, 2025 email and its copying to personal, non-Hospital email addresses outside the grievance process, and demanded a written response within seven days and corrective action including retraction.

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71. No director responded. No officer responded. No investigation was commenced, no retraction issued, no discipline imposed, and no corrective action of any kind taken, while the defamatory accusations continued to circulate.

72. The Hospital's directors and officers, having actual knowledge of the wrongful conduct and its outrageous character, consciously and deliberately failed to act, and thereby authorized and ratified the conduct of Yi and of the managers involved, within the meaning of Civil Code section 3294(b).

F. Age: The Pattern Behind the Pretext

73. Ms. Augustus was 62 years old at termination and was the Hospital's oldest, most senior, and highest-paid Cath Lab nurse. The adverse actions of 2025, namely the elimination of seniority-based scheduling, the manipulation of postings to the detriment of the department's most senior nurses, and ultimately the termination of its most expensive nurse over a $43 discrepancy, operated to the systematic disadvantage of the department's older employees.

74. The Legislature has expressly found that the use of salary as the basis for differentiating between employees when terminating employment may constitute age discrimination where it adversely impacts older workers as a group. (Gov. Code, § 12941.)

G. Malice, Oppression, and Fraud; Managing Agents, Advance Knowledge, Ratification, and the Hospital's Own Privacy Conduct

75. 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 manufactured accusations that Ms. Augustus committed "fraudulent charting" and an "egregious 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.

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76. 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 termination process, the Step One grievance response, and the Step Two grievance determination. Yi then 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.

77. 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.

78. 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.

79. The Hospital's officers and directors then ratified the misconduct with actual knowledge of the material facts. On July 28, 2025, Ms. Augustus, through counsel, served a formal whistleblower complaint and demand by certified mail and email on the Hospital's President, Human Resources leadership, and members of the MarinHealth Boards.

80. That 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 and requested a written response by August 4, 2025. No response came.

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No investigation was commenced. No retraction issued. No neutral review ordered. No corrective action taken.

81. The Board's inaction was not passive ignorance. It was conscious inaction after formal notice. By declining to investigate, correct, retract, discipline, or remediate after receiving a detailed written account of the retaliation, defamation, and procedural defects, the Hospital's governing body authorized and ratified the conduct within the meaning of Civil Code section 3294, subdivision (b).

82. The Hospital's post-termination conduct further confirms that its asserted HIPAA rationale was pretextual and not honestly held. The Hospital terminated Ms. Augustus on June 12, 2025, after thirty-six years of service, by labeling an internal chart correction an "egregious HIPAA violation," even though the chart involved a patient she helped treat, no protected health information was disclosed outside the Hospital, and the Hospital did not treat the event as a reportable privacy breach.

83. The Hospital then committed a far more consequential privacy failure while defending the very accusation it had used to end her career. After Ms. Augustus served statutory notices and records demands in August 2025, including demands directed to personnel, payroll, timekeeping, disciplinary, and employment records, the Hospital, through counsel, transmitted "MarinHealth's Document Production MARIN000001–MARIN000492" on September 10, 2025.

84. That production contained unredacted patient names, medical record numbers, ages, diagnoses, procedure details, clinical-event timestamps, transfer information, emergency-response information, behavioral-health information, maternal-fetal information, death documentation, and other patient-specific clinical details concerning patients who had nothing to do with Ms. Augustus or any disputed issue in this case.

85. This was not an unavoidable technical error. The same production included other documents in which patient identifiers were redacted, confirming that the Hospital understood the need for redaction and had the ability to protect patient information. It simply failed to do so consistently. Plaintiffs are informed and believe, and on that basis allege, that the Hospital did not obtain patient authorizations, did not make the production pursuant to subpoena, court order, or

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qualified protective order, did not conduct a breach-risk assessment, did not notify affected patients, did not report the disclosure to any regulator, and did not attempt to claw back or correct the production after the issue was identified.

86. Plaintiffs do not assert these facts as a freestanding private claim under the Health Insurance Portability and Accountability Act. Nor do Plaintiffs rely on any statement, offer, demand, negotiation, mediation brief, or communication made for the purpose of, in the course of, or pursuant to mediation.

87. Plaintiffs plead the Hospital's September 10, 2025 production of unredacted patient medical information as independently discoverable conduct showing pretext, lack of honest belief, notice, malice, ratification, and failure to remediate.

88. The inference is straightforward. If the Hospital genuinely believed Ms. Augustus committed an "egregious HIPAA violation," it would have treated her alleged conduct as a privacy incident. It did not. If the Hospital genuinely maintained the privacy standard it invoked against Ms. Augustus, it would have applied that standard when responding to statutory records demands. It did not. A jury may therefore conclude that HIPAA was not the true reason for the termination. It was the label chosen after the decision had already been made.

H. Harm

89. 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 with physical manifestations, including clinically documented stress-induced hypertension, cardiovascular symptoms, gastrointestinal distress, and insomnia, for which she has received treatment.

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90. As a direct and proximate result of the injuries tortiously inflicted upon his wife, Mr. Augustus has been deprived of her consortium, including her society, comfort, companionship, and support, in their thirty-sixth year of marriage.

91. In light of the foregoing allegations, which are hereby realleged and incorporated as though fully set forth below, Plaintiffs assert the following causes of action against Defendants.

FIRST CAUSE OF ACTION

RETALIATION IN VIOLATION OF LABOR CODE § 1102.5

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

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

93. Ms. Augustus disclosed information to persons with authority over her and to employees with authority to investigate, discover, or correct violations, and she had reasonable cause to believe that the information disclosed a violation of state or federal statutes, rules, or regulations, including Title 22 staffing requirements, laws governing the accuracy and integrity of medical records, and wage-and-hour laws implicated by the Hospital's defective timekeeping, within the meaning of Labor Code section 1102.5(b). She also refused to participate in, and opposed, practices she reasonably believed would result in violations of those laws, within the meaning of Labor Code section 1102.5(c).

94. The Hospital had actual knowledge of each protected disclosure before it acted, as alleged in paragraph 46 above; the disclosures were made to, and the adverse actions were carried out by, the same managers and Human Resources personnel, including Yi.

95. 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.)

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96. The close temporal proximity between her renewed opposition and her termination; the expressed animus ("all good things come to an end"); the departure from the Hospital's own progressive-discipline practices; the shifting rationales; and the after-the-fact fabrication of policy support, as alleged in paragraph 53 above, each independently evidences retaliation.

97. 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.)

98. 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).

99. 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 1–25)

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

101. The Hospital is a health facility within the meaning of Health and Safety Code section 1250. Ms. Augustus presented grievances, complaints, and reports to the facility and its administrators concerning unsafe patient care and conditions, including the "2 and 2" staffing model and the patient-safety risks of the dual-charting environment, within the meaning of Health and Safety Code section 1278.5(b).

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102. 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.

103. 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) 59 Cal.4th 655.)

104. 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.

THIRD CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

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

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

106. 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.

107. 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.

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

109. 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.)

110. Ms. Augustus engaged in conduct protected by these public policies. She objected to unsafe staffing practices in the Cath Lab. She opposed the proposed "2 and 2" staffing model because she reasonably believed it jeopardized patient safety and violated applicable staffing requirements. She raised concerns about dual-charting and documentation practices that created inaccurate and unreliable medical records. She supported protected labor and whistleblower activity concerning unsafe and retaliatory practices. She opposed discriminatory and retaliatory treatment directed at herself and other nurses.

111. The Hospital terminated Ms. Augustus because of, and in substantial part motivated by, her protected disclosures, her opposition to practices she reasonably believed unlawful, and her age. The causal connection is shown by, among other facts, the close timing between her protected activity and termination; Human Resources' warning that "all good things come to an end"; the Hospital's shifting explanations for the discharge, including "timecard fraud," "fraudulent charting," and an "egregious HIPAA violation"; the Hospital's reliance on a malfunctioning and

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then removed time clock, unsynchronized timekeeping systems, badge-swipe data, and inconsistent clinical charting; its failure to interview material exculpatory witnesses before deciding to terminate her; its failure to take the steps a hospital would take if it genuinely believed an egregious HIPAA violation had occurred; and its use of the same Human Resources official to investigate, recommend, defend, and adjudicate the termination.

112. 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 asserted HIPAA violation was not treated by the Hospital as an actual reportable privacy breach, and the Hospital did not perform the risk assessment, patient notification, regulatory reporting, or licensing referral that would ordinarily follow an actual egregious breach. The Hospital's reliance on that accusation therefore supports an inference of retaliation, discrimination, bad faith, and wrongful termination in violation of public policy.

113. This cause of action rests on nonnegotiable state-law rights independent of any collective bargaining agreement. Ms. Augustus does not bring this claim to enforce a contractual just-cause provision, to obtain interpretation of the collective bargaining agreement, or to vindicate rights created solely by that agreement. References to the collective bargaining agreement, the grievance process, and the Hospital's internal procedures are pleaded as factual evidence of notice, motive, pretext, causation, ratification, and futility, not as the source of the public-policy rights at issue. The claim may be resolved by applying California public policy and tort law without interpreting any collective bargaining agreement. (*Lingle v. Norge Division of Magic Chef, Inc*. (1988) 486 U.S. 399; *Livadas v. Bradshaw* (1994) 512 U.S. 107.)

114. 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.

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

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116. 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 1–25)

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

118. Ms. Augustus was over forty years of age; she was performing competently, indeed at the highest documented level in her classification; and she suffered adverse employment actions culminating in termination, under circumstances evidencing a discriminatory motive: the targeted dismantling of seniority protections benefiting the department's oldest nurses; the selection of its oldest and highest-paid nurse for career-ending discipline over a de minimis discrepancy treated as error when committed; and the use of her top-of-scale compensation as the operative reason for her selection, a practice the Legislature has declared may constitute age discrimination where it adversely impacts older workers as a group. (Gov. Code, §§ 12940(a), 12941.)

119. The Hospital's stated reason for the termination was false, unworthy of credence, and contrived after the fact, as alleged in paragraph 53 above. Its falsity, together with the pattern alleged in paragraph 73 above, supports the inference that discrimination was the real reason for the discharge.

120. 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.

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FIFTH CAUSE OF ACTION

RETALIATION (GOV. CODE § 12940(h))

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

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

122. 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.

123. Ms. Augustus engaged in activity protected by Government Code section 12940, subdivision (h). Among other things, in her April 27, 2025 written grievance and in contemporaneous objections to management and Human Resources, she opposed practices she reasonably believed violated the Fair Employment and Housing Act, including the dismantling of seniority-based protections and scheduling practices that operated to the systematic disadvantage of the department's oldest nurses.

124. She further opposed age-based disparate treatment, retaliation, and the use of facially neutral staffing and scheduling changes as a means of displacing older, more senior nurses from protected workplace benefits, opportunities, and conditions of employment.

125. 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.

126. After Ms. Augustus engaged in protected opposition, the Hospital subjected her to adverse employment actions. Those actions included the rejection of her grievance, the initiation and pursuit of a pretextual investigation, the escalation of an ordinary timekeeping and documentation dispute into accusations of "timecard fraud," "fraudulent charting," and an "egregious HIPAA violation," the denial of meaningful grievance review, and the termination of her employment.

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127. 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.

128. 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 did not treat the alleged HIPAA violation as an actual reportable privacy breach, did not perform the breach assessment, patient notification, regulatory reporting, or corrective action that would be expected if it genuinely believed an egregious privacy breach had occurred, and instead used the accusation as a label severe enough to justify a termination already decided.

129. The Hospital's own post-termination conduct further supports pretext and lack of honest belief. After terminating Ms. Augustus for an alleged "egregious HIPAA violation," and after receiving statutory notices and records demands in August 2025, the Hospital transmitted "MarinHealth's Document Production MARIN000001–MARIN000492" by email on September 10, 2025. That production contained unredacted patient medical information concerning numerous unrelated patients, even though the Hospital redacted other patient identifiers in the same production.

130. The Hospital did not treat its own disclosure as a reportable privacy event, did not identify any patient authorization, subpoena, court order, or qualified protective order authorizing the disclosure, and did not retract or correct the accusation against Ms. Augustus. That contradiction supports the inference that HIPAA was not the true reason for termination, but a post hoc justification for retaliation, discrimination, or both.

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131. Plaintiffs do not assert the facts alleged in paragraph 129 as a freestanding private claim under the Health Insurance Portability and Accountability Act. Nor do Plaintiffs rely on any statement, offer, demand, negotiation, mediation brief, or communication made for the purpose of, in the course of, or pursuant to mediation. Plaintiffs plead the Hospital's September 10, 2025 production of unredacted patient medical information as independently discoverable conduct showing pretext, lack of honest belief, notice, malice, ratification, and failure to remediate.

132. 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.

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

134. 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.

SIXTH CAUSE OF ACTION

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

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

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

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136. 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.

137. 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.

138. 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.

139. 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.

140. Reasonable preventive and corrective steps were available. The Hospital could have assigned an uninvolved investigator, required review by a neutral clinical leader, separated investigative and adjudicative functions, interviewed material exculpatory witnesses before termination, reviewed the reliability of the timekeeping and charting systems before accusing Ms.

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Augustus of fraud, responded meaningfully to her written complaints, corrected the retaliatory grievance process, and retracted unsupported accusations. It did none of those things.

141. 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.

142. 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 1–50)

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

144. Defendants published false statements of fact of and concerning Ms. Augustus to third parties, including California Nurses Association representatives, Human Resources personnel, Hospital managers, grievance participants, and other persons who received, reviewed, repeated, or were told the stated reasons for her termination.

145. Those statements included, without limitation, that Ms. Augustus engaged in "fraudulent charting," falsified a patient chart, falsified her timecard, committed "timecard fraud," committed an "egregious 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.

146. The publications included, among others, Defendant Yi's June 25, 2025 written Step One grievance response; the Term Approval SBAR circulated before the termination issued; oral and written statements made during and after the grievance process, including in or about July 2025; continuing internal republications of the stated reasons for termination; and compelled self-

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publications, including disclosures Ms. Augustus was required to make as recently as May 2026 to prospective employers, health-care recruiters, credentialing-related contacts, professional references, government agencies, and others in order to explain and disprove the stated reasons for her discharge. Each recipient understood the statements to refer to Ms. Augustus.

147. 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 "egregious 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.

148. 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. 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.

149. 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.

150. 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 "egregious 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.

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151. 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.

152. 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.

153. 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.

154. Each compelled self-publication within the limitations period constitutes an independently actionable publication, or, at minimum, an independently actionable republication for which Defendants are responsible. Plaintiffs therefore plead the original publications, continuing internal republications, and compelled self-publications as separate and alternative bases for liability and damages. To the extent Defendants contend any original publication is time-barred, Ms. Augustus's timely claims include republications and coerced self-publications occurring within one year before the filing of this action or any operative amended complaint, including those occurring in or about June 2026.

155. To the extent Defendants contend any publication was conditionally privileged under Civil Code section 47, subdivision (c), the privilege is defeated by malice. Defendants had no reasonable grounds for believing the accusations were true, and published or maintained them with reckless disregard, hatred, ill will, and an improper retaliatory purpose.

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156. Defendants failed to interview material exculpatory witnesses before deciding to terminate Ms. Augustus; relied on unreliable, inconsistent, and unsynchronized records; ignored evidence contradicting the accusations; shifted among "timecard fraud," "fraudulent charting," and "egregious HIPAA violation" as the asserted justification; failed to treat the alleged HIPAA violation as an actual privacy breach; and continued to maintain the accusations after receiving formal notice that they were false and defamatory.

157. 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.

158. 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.

159. 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 1–50)

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

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

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162. They threatened a thirty-six-year registered nurse that "all good things come to an end" after she engaged in protected activity; manufactured career-ending accusations of fraud, falsification of medical records, timecard fraud, and an "egregious 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.

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

164. Defendants compounded the harm by denying Ms. Augustus any fair or neutral internal process. The Hospital committed the investigation, termination process, Step One grievance response, and Step Two grievance review to the same interested Human Resources official who had participated in the challenged conduct and who refused to recuse herself from reviewing her own decision. Defendants failed to interview material exculpatory witnesses before deciding to terminate Ms. Augustus, relied on unreliable and inconsistent timekeeping and documentation systems, ignored or failed to pursue evidence contradicting the accusations, and then used the grievance process to maintain rather than test the charges.

165. 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.

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166. This claim is not based on ordinary personnel management, routine discipline, criticism of work performance, or the normal risks of the employment relationship. Ms. Augustus did not invite, authorize, or consent to Defendants' defamatory accusations, retaliatory conduct, unfair grievance process, or forced repetition of the accusations to third parties. The claim arises from independently tortious, discriminatory, retaliatory, and public-policy-violating conduct, including defamation per se, retaliation in violation of the Fair Employment and Housing Act, wrongful termination in violation of fundamental public policy, abuse of the grievance process, and the knowing maintenance of false accusations that threatened Ms. Augustus's professional identity, licensure interests, reputation, and future employability. For those reasons, the claim is not barred by workers' compensation exclusivity or by any privilege applicable to ordinary workplace communications.

167. 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 sleep, fear for her professional future, loss of dignity, and physical manifestations of distress, including clinically documented hypertension, cardiovascular symptoms, gastrointestinal illness, insomnia, and related symptoms according to proof.

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

169. 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 1–50)

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

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

172. 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.

173. As a direct, legal, and proximate result of Defendants' tortious conduct and the injuries inflicted upon Ms. Augustus, Mr. Augustus has been deprived of the consortium of his wife, including her love, companionship, comfort, care, assistance, protection, affection, society, moral support, marital intimacy, and participation in the ordinary shared life of their marriage.

174. Mr. Augustus's loss is derivative of the tortious injury to Ms. Augustus, but independently recoverable by him. 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.

175. Defendants' conduct was a substantial factor in causing Mr. Augustus's loss of consortium. (*Rodriguez v. Bethlehem Steel Corp.* (1974) 12 Cal.3d 382.)

176. 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)

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

178. 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.

179. 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.

180. 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.

181. The notice identified the facts and theories supporting the Labor Code violations alleged herein, including retaliation, workplace-safety violations, wage-and-hour violations, recordkeeping violations, expense-reimbursement violations, equal-pay violations, and final-wage violations. The claims pleaded in this cause of action are limited to the facts, theories, Labor Code provisions, and aggrieved-employee categories fairly encompassed by that notice and any timely amendment thereto.

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

183. 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. failure to provide safe and healthful employment and failure to correct known workplace hazards, including unsafe staffing practices, unsafe working conditions, dual-charting hazards, and retaliation against employees who reported or opposed such conditions, in violation of Labor Code sections 6400 through 6403 and 6310;

c. failure to provide compliant meal periods, rest periods, or premium compensation in lieu thereof, including through automatic meal-period deductions, missed or interrupted breaks, invalid or absent meal-period waivers, and failure to pay required premiums, in violation of Labor Code sections 226.7 and 512 and applicable provisions of Industrial Welfare Commission Wage Order No. 5;

d. failure to pay all wages due, including overtime wages, standby compensation, call-back compensation, differentials, and compensation for off-the-clock work, including off-the-clock charting and work performed before or after recorded shifts, in violation of Labor Code sections 510, 1194, 1197, and 1198 and applicable provisions of Industrial Welfare Commission Wage Order No. 5;

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e. 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);

f. 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;

g. 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;

h. failure to reimburse necessary business expenditures incurred in direct consequence of employment duties, including required licensure, certification, training, protective equipment, or other work-related expenses, in violation of Labor Code section 2802;

i. unlawful pay differentials for substantially similar work, including denial of differentials paid to younger or male registered nurses performing substantially similar Cath Lab work, in violation of Labor Code section 1197.5;

j. 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

k. requiring, enforcing, or relying on unlawful workplace policies, including policies or practices that combined the roles of investigator, accuser, and decisionmaker in disciplinary proceedings, penalized protected complaints, or purported to waive or limit nonwaivable Labor Code rights, in violation of Labor Code sections 432.5, 98.6, 1102.5, and related Labor Code provisions.

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184. The staffing and safety allegations include, among other facts, the Hospital's unsafe staffing practices, failure to maintain safe working conditions, proposed reduction of Cath Lab nurse staffing, dual-charting hazards, and retaliation against employees who reported or opposed those conditions. Plaintiffs refer to California Code of Regulations, title 22, section 70217, Industrial Welfare Commission Wage Order No. 5, and related hospital staffing and safety requirements as factual predicates showing the Hospital's knowledge, the nature of the unsafe conditions, and the reasonableness of Ms. Augustus's protected safety complaints. Plaintiffs do not seek Private Attorneys General Act penalties for free-standing regulatory or contractual violations except to the extent those violations also constitute, evidence, or are incorporated into violations of the Labor Code.

185. 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.

186. The Hospital's violations were not isolated or accidental. They resulted from common policies, practices, systems, or failures, including deficient timekeeping systems, automatic meal-period deductions, inadequate staffing practices, failure to maintain accurate payroll and personnel records, failure to provide compliant meal and rest periods or premium compensation, failure to pay standby, call-back, overtime, premium, and differential wages, failure to timely produce required records, failure to reimburse necessary employment expenses, and retaliation against employees who disclosed, opposed, or reported unlawful workplace practices.

187. 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. 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

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other statutory requirements applicable to such claims, including allocation of penalties as required by Labor Code section 2699.

188. Ms. Augustus also seeks injunctive relief to stop and prevent ongoing Labor Code violations, including relief requiring the Hospital to maintain accurate time and payroll records, provide lawful meal and rest periods or premium compensation, timely produce records required by the Labor Code, reimburse necessary business expenses, maintain safe and healthful working conditions, correct unlawful policies and practices, and refrain from retaliation against employees who disclose, oppose, or report Labor Code violations.

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

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;

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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;

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 law;

15. For injunctive relief as authorized by Labor Code section 2699;

16. For attorney's fees and costs pursuant to Labor Code section 2699(g);

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IX. On All Causes of Action:

17. For equitable relief, including 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"; to provide corrective notice to each person to whom those accusations were published; and to provide neutral employment references;
18. For prejudgment interest pursuant to Civil Code sections 3287, 3288, and 3291;
19. For reasonable attorney's fees pursuant to Labor Code sections 1102.5(j) and 2699(g), Government Code section 12965(c)(6), including expert witness fees, and Code of Civil Procedure section 1021.5;
20. For costs of suit; and
21. For such other and further relief as the Court deems just and proper.

DATED: July 3, 2026

Respectfully submitted,

BAKLINE LAW FIRM PC

By: */s/ Brandon A. Kline*
Brandon A. Kline

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

DEMAND FOR JURY TRIAL

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

DATED: July 3, 2026

BAKLINE LAW FIRM PC

By: */s/ Brandon A. Kline*
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 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 July 3, 2026, at Napa County, California.

Sandra D. Augustus

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