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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JULIANA WILSON, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

CEDARS-SINAI MEDICAL CENTER, a
California corporation; and DOES 1 through 50,
inclusive,

Case No. 25STCV29505

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

**(1) Inaccurate Itemized Wage Statements
(Lab. Code § 226(a)); and
(2) Violations of the California Labor Code
(Lab. Code §§ 2698 et seq.)**

DEMAND OVER \$35,000.00

On behalf of herself and other similarly situated current and former employees of Defendants, and as a proxy for the State of California, Plaintiff, Juliana Wilson, submits this First Amended Class and Representative Action Complaint (the “Complaint”) against Defendant, Cedars-Sinai Medical Center, and Does 1 through 50 (collectively, “Defendants”).

INTRODUCTION

1. This class and representative action challenges systemic illegal employment practices resulting in violations of the California Labor Code against individuals who work for Defendants. The Complaint seeks penalties and other relief for Defendants’ violations of Labor Code sections 226(a), 226.3, and 2698 et seq.¹

2. Plaintiff is informed and believes that Defendants have jointly and severally acted intentionally and with deliberate indifference and conscious disregard to the rights of employees. Defendants routinely fail to provide a complete and accurate itemized wage statement in writing to Plaintiff and other non-exempt employees. Specifically, whenever overtime wages are paid to Plaintiff and other non-exempt employees, Defendants furnish wage statements to Plaintiff and other non-exempt employees that do not accurately show (i) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee or (ii) the total hours worked. Instead, Defendants furnish wage statements that show inapplicable rates. Similarly, Defendants furnish wage statements that show various amounts of hours, double list certain hours, but do not show the total hours worked. Moreover, when the hours shown on the wage statements are added up, the sum also does not equal the total hours worked. Plaintiff and other non-exempt employees cannot promptly and easily determine from the face of Defendants’ wage statements the total hours worked or all applicable hourly rates in effect during the pay period. Defendants thus violate Section 226(a) and owe applicable penalties to Plaintiff and other non-exempt employees.

3. Plaintiff is informed and believes that Defendants have engaged in, among other things, a system of willful violations of the Labor Code by creating and maintaining policies, practices, and customs that knowingly deny its employees the above stated rights and benefits.

¹ Except as otherwise noted, all “Section” references are to the Labor Code.

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4. The Complaint seeks more than \$35,000.00 in relief. The Court has jurisdiction of
ants' violations of Section 226(a).

5. Venue is proper. Plaintiff works for Defendants in Los Angeles, California.

PARTIES

6. Plaintiff began working for Defendants in or about February of 2025. Throughout her employment, Plaintiff has been paid on an hourly basis as non-exempt employee and has earned the minimum wages. Defendants consistently issue Plaintiff wage statements that fail to itemize and show accurate total hours worked and all applicable hourly rates in effect during the pay period. Plaintiff is a victim of the policies, practices, and customs of Defendants complained of in this action in that they have deprived Plaintiff of the rights guaranteed by the Labor Code.

7. Plaintiff is informed and believes that Cedars-Sinai Medical Center was and is a California corporation. Plaintiff is informed and believes that at all times herein mentioned Defendant 1 through 50, are and were corporations, business entities, individuals, or partnerships that are and are licensed to do business and actually doing business in the State of California. The facts and circumstances of Defendants' business subject Defendants to Section 226(a).

8. Plaintiff does not know the true names or capacities of the defendants sued as Does 1 through 50, whether individual, partner, or corporate, and thus sues them under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was responsible in some way to the matters alleged herein and proximately caused the illegal employment practices, wrongs, and injuries complained of herein.

9. At all times herein mentioned, each of said Defendants participated in the doing of the
 10. alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of
 11. the other Defendants, as well as the agents of all Defendants, and were acting within the course and
 12. scope of said agency and employment.

10. Plaintiff is informed and believes that at all times material hereto, each of said
ants was the agent, employee, alter ego, or joint venturer of, or was working in concert with,

each of the other Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or omissions of the acting Defendants.

11. Plaintiff is informed and believes that at all times material hereto each of the Defendants (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in pursuance of, a joint venture, partnership, or common enterprise.

CLASS ACTION ALLEGATIONS

12. **Definition:** Pursuant to Code of Civil Procedure section 382. Plaintiff seeks class certification of the following class: (i) all current and former non-exempt employees of Defendants in the State of California who were paid overtime wages at any time since October 8, 2024 (the “Class”).

13. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is informed and believes that whenever non-exempt employees in California are paid wages Defendants violate Section 226(a) by failing to provide complete and accurate itemized wage statements that show the actual total hours worked and all applicable hourly rates in effect during the pay period.

14. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent Plaintiff and the Class. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and continue to litigate numerous wage-and-hour class actions currently pending in California state and federal courts.

15. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst the claims of Plaintiff and of the Class. Plaintiff is informed and believes that Defendants uniformly administer a corporate policy and practice of routinely failing to provide complete and accurate itemized wage statements that show the actual total hours worked and all applicable hourly rates in effect during the pay period.

1 16. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
2 in that Plaintiff suffered the alleged harms in a similar and typical manner as other members of the
3 Class suffered. As with other members of the Class, Plaintiff was paid on an hourly basis and earned
4 overtime wages. Whenever overtime wages have been paid during Plaintiff's employment, Defendants
5 have consistently issued Plaintiff wage statements that fail to show the accurate total hours worked and
6 all applicable hourly rates in effect during the pay period. Plaintiff thus is a member of the Class and
7 has suffered the alleged violations of the Labor Code.

8 17. The Labor Code is broadly remedial in nature. Its laws serve an important public interest
9 in establishing minimum working conditions and requirements in California. These labor standards
10 protect employees from onerous terms and conditions of employment or exploitation by employers who
11 have superior economic and bargaining power.

12 18. The nature of this action and the format of laws available to Plaintiff and members of the
13 Class make the class action format a particularly efficient and appropriate procedure to redress the
14 wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate
15 Defendants would necessarily gain an unconscionable advantage since they would be able to exploit
16 and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and
17 legal resources. Requiring each member of the Class to pursue an individual remedy would also
18 discourage the assertion of lawful claims by employees who would be disinclined to file an action
19 against their former or current employer for real and justifiable fear of retaliation and permanent
20 damage to their careers at their current or subsequent employment.

21 19. The prosecution of separate actions by individual members of the Class, even if
22 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to
23 individual members of the Class that would establish potentially incompatible standards of conduct for
24 Defendants, or (b) adjudications with respect to individual members of the Class that would, as a
25 practical matter, be dispositive of, or substantially impair or impede the ability to protect, the interests
26 of other members of the Class not parties to the adjudications. Further, the claims of the individual
27 members of the Class are not sufficiently large to warrant vigorous individual prosecution considering
28 the concomitant costs and expenses.

20. Defendants' pattern, practice, and uniform administration of corporate policy in violation of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the rights of Plaintiff and the Class under Section 226, the applicable IWC Wage Order, and Code of Civil Procedure section 1021.5 to recover applicable penalties, reasonable attorneys' fees, and costs of suit.

FIRST CAUSE OF ACTION

Violation of Labor Code § 226(a)

(By Plaintiff and the Class Against All Defendants)

21. The preceding paragraphs are re-alleged and incorporated by this reference.

22. Section 226(a) requires employers to furnish employees with itemized wage statements that show accurate information, including without limitation, the total hours worked and all applicable hourly rates in effect during the pay period. Whenever Defendants pay overtime wages to Plaintiff and the Class, Defendants fail to provide complete and accurate itemized wage statements, in violation of Section 226(a).

23. As a matter of policy and practice, Defendants routinely fail to provide complete and accurate itemized wage statements to Plaintiff and the Class. Specifically, whenever overtime wages are paid to Plaintiff and the Class, Defendants furnish wage statements to Plaintiff and the Class that do not accurately show (i) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee or (ii) the total hours worked. Instead, Defendants furnish wage statements that show inapplicable rates. Similarly, Defendants furnish wage statements that show various amounts of hours, double list certain hours, but do not show the total hours worked. Moreover, when the hours shown on the wage statements are added up, the sum also does not equal the total hours worked. Plaintiff and the Class cannot promptly and easily determine from the face of Defendants' wage statements the total hours worked or all applicable hourly rates in effect during the pay period. Defendants thus violate Section 226(a) and owe applicable penalties to Plaintiff and the Class.

1 24. Such a pattern, practice, and uniform administration of corporate policy is unlawful
2 under Section 226(a) and entitles Plaintiff and the Class to recover applicable penalties, attorneys' fees,
3 and costs of suit.

4 **SECOND CAUSE OF ACTION**

5 **Violations of California Labor Code (Lab. Code §§ 2698 et seq.)**

6 **(By Plaintiff as a Proxy for the State Against All Defendants)**

7 25. The preceding paragraphs are re-alleged and incorporated by this reference.

8 26. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§
9 2698 et seq. ("PAGA"), Plaintiff brings this cause of action as a proxy for the State of California. In
10 this capacity, Plaintiff seeks penalties for Defendants' violations of Section 226(a) committed since
11 October 6, 2024, against all aggrieved employees. As stated herein, Defendants fail to furnish
12 employees with complete and accurate itemized wage statements. Under Section 2699(c), Plaintiff is
13 an "aggrieved employee," as one or more of the alleged violations were committed against Plaintiff as
14 an employee of Defendants.

15 27. On or about October 6, 2025, Plaintiff sent written notice to the Labor & Workforce
16 Development Agency ("LWDA") of specific facts and theories for Defendants' above violations.
17 Plaintiff simultaneously sent written notice to Defendants via certified mail. As of the date of the filing
18 of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the
19 allegations in the written notice.

20 28. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all
21 applicable penalties pursuant to Section 2699(a), (f), and (g) for Defendants' violations against all
22 aggrieved employees for the period described above.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for judgment in favor of Plaintiff and all others on whose behalf
25 this suit is brought against Defendants, jointly and severally, as follows:

- 26 1. For an order certifying the proposed Class;
27 2. For an order appointing Plaintiff as the representative of the Class;
28 3. For an order appointing Counsel for Plaintiff as Class Counsel;

1 4. Upon the First Cause of Action for penalties pursuant to Section 226(e), and for costs
2 and attorneys' fees;

3 5. Upon the Second Cause of Action for penalties pursuant to Section 2699(a), (f), and (g),
4 and for costs and attorneys' fees;

5 6. Upon each cause of action for attorneys' fees and costs as provided by Sections 226(h),
6 Code of Civil Procedure section 1021.5, or any other applicable law; and

7 7. For such other and further relief that the Court may deem just and proper.

8 DATED: December 11, 2025

DIVERSITY LAW GROUP, P.C.

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10 By: 

Larry W. Lee

Simon L. Yang

11 Attorneys for Plaintiff
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STATE OF CALIFORNIA]
COUNTY OF LOS ANGELES]ss.

On December 11, 2025, I served the following document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action as follows:

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 11, 2025, at Los Angeles, California.

PROOF OF SERVICE