

ELECTRONICALLY FILED

Superior Court of California
County of Sacramento

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By: T. Mercadel Deputy

1 Lesley C. Prince, MD, in pro per
2 Marta B. Almli, MD, in pro per
3 1800 Vine Street
4 Los Angeles, CA 90028
5 Tel: 805-210-5493 (Prince)
6 Tel: 323-438-2820 (Almli)
7 e-mail: prince_lesley@yahoo.com
8 e-mail: mbalmlimd@gmail.com

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

10 Lesley C. Prince, MD, an individual, and
11 Marta B. Almli, MD, an individual,
12 Plaintiffs,
13 v.
14 Dignity Health Medical Foundation, a
15 corporation, Foundation Physicians Medical
16 Group, Inc. a corporation, and
17 DOES 1-10,
18 Defendants.

Case No. **26CV002177**

COMPLAINT FOR

1. Civil Penalties, Injunctive and Other
Appropriate Relief Under PAGA (Cal. Lab.
Code §2699, *et seq.*)

1 Plaintiffs Lesley C. Prince, MD and Marta B. Almlı, MD, bring this action jointly in pro
2 per against defendants for injunctive relief, penalties and all other relief permitted under the Labor
3 Code. Plaintiffs allege as follows:

4 **JURISDICTION AND VENUE**

5 1. This Court has jurisdiction over this dispute. The defendants are incorporated in
6 California and headquartered in Sacramento County in Rancho Cordova, California.

7 2. Venue is proper in this Court. A substantial part of the events or omissions giving
8 rise to the claims alleged occurred in Sacramento County, California.

9 3. There is a related action based on the same overall facts currently pending in this
10 Court, Case No. 25CV028365. The current action is based on additional Labor Code violations as
11 outlined in separate Labor and Workforce Development Agency filings by plaintiffs.

12 **PARTIES**

13 4. Plaintiff Lesley C. Prince, MD is an individual residing in Los Angeles County,
14 California. Plaintiff Prince is a physician employed by defendant Foundation Physicians Medical
15 Group, Inc. (with the express approval of defendant Dignity Health Medical Foundation) as a
16 hospital medicine physician, or “hospitalist”, at Northridge Hospital Medical Center (“NHMC”),
17 from May 2020 to the present. Hospital medicine is a medical specialty dedicated to the delivery
18 of comprehensive medical care to acutely ill, hospitalized patients.

19 5. Plaintiff Marta B. Almlı is an individual residing in Los Angeles County,
20 California. Plaintiff Almlı is a physician employed by defendant Foundation Physicians Medical
21 Group, Inc. (with the express approval of defendant Dignity Health Medical Foundation) as a
22 hospitalist at NHMC from January 2021 to the present. Of note, she is also an attorney licensed
23 by the State of California (Cal Bar 177306), but brings this action in her capacity as an employed
24 physician. She is the plaintiff in the related action Case No. 25CV028365 based on different
25 Labor Code violations related to the same overall facts. Plaintiff Almlı and Plaintiff Prince are
26 collectively referred to herein as “Plaintiffs”.

27 6. Defendant Dignity Health Medical Foundation (herein, “DHMF”) is, on
28 information and belief, a 501(c)(3) nonprofit corporation, organized and existing under the laws of

the State of California, with its principal place of business in the County of Sacramento, State of California, in Rancho Cordova. According to its online statements it is made up of 12 medical groups and 160+ clinics across California, employing between 1001 and 5000 employees.

7. Foundation Physicians Medical Group, Inc. dba Dignity Health Medical Group - Northridge (herein, "FPMG") is an affiliate of DHMF, and on information and belief is one of the 12 medical groups that makes up DHMF. It is a corporation, organized and existing under the laws of the State of California, also with its principal place of business in the County of Sacramento, State of California, in Rancho Cordova.

8. On information and belief, FPMG has a Professional Services Agreement with DHMF under which FPMG provides the services of FPMG's employed physicians to DHMF for purposes of caring for patients. The physicians' employment contract is stated to be with "Foundation Physicians Medical Group, Inc. dba Dignity Health Medical Group – Northridge Family Medicine c/o Dignity Health Medical Foundation." The contract is signed in the first instance by Gary Greensweig who is stated on the contract to be the President of FPMG and is listed in papers filed with the California Secretary of State as the CEO, CFO *and* Secretary of FPMG.¹ The contract is then signed by Theresa Hylen, who is the CFO of DHMF, under a statement that DHMF "hereby approves Employer's provision of the services of Physician to Medical Foundation and its patients pursuant to this Agreement and the Professional Services Agreement between Medical Foundation and Employer ("PSA"). Medical Foundation and Employer agree that the compensation to be provided to Physician under this Agreement shall be included in the compensation to be paid by Medical Foundation to or on behalf of Employer under the PSA." DHMF here is both expressly approving the hire of Plaintiffs (which approval is required for the employment contract to be effectuated), and is expressly paying for the services of Plaintiffs by passing the payment through FPMG. Thus, DHMF and FPMG are each acting as employers of Plaintiffs and the other aggrieved parties at NHMC. Furthermore, all policies and

¹ Of note Dr. Greensweig is also identified elsewhere as the System SVP and Chief Physician Executive of Physician Enterprise of CommonSpirit, further highlighting the intertwined and nonindependent nature of these entities, including the broader corporation CommonSpirit.

1 procedures applicable to employment are centralized within and directed by DHMF. For example,
2 the sick pay policy as described below was promulgated by DHMF and presented to the
3 Northridge hospitalists by an executive of DHMF along with a lower level employee of FPMG.
4 Human resources communications and counseling come from and are centralized at DHMF, not
5 FPMG. Directions and rules about how to complete billing obligations are directed by DHMF.
6 Provider pay statements also are sent by “DHMF-BIDS@dignityhealth.org” and communications
7 about pay statements are directed to “dhmf-physiciancompensation@commonspirit.org.” Monthly
8 team meetings include slides labeled as DHMF presentations. On information and belief other
9 disputes by former NHMC hospitalists over pay issues have been addressed by the System Vice
10 President of People Operations at DHMF. The principal place of business listed on the Secretary
11 of State website for both entities is at the same address on Data Drive in Rancho Cordova. These
12 and other facts confirm that DHMF is acting as an employer of Plaintiffs along with FPMG, and in
13 fact FPMG is only nominally separate from DHMF.

14 9. The true names and capacities, whether individual, corporate, or otherwise, of the
15 defendants named herein as DOES 1 through 10 are unknown to Plaintiffs, including any and all
16 affiliates, subsidiaries, parents, directors, officers, agents, and executive employees of DHMF or
17 FPMG who may be responsible for the acts stated herein. Plaintiffs therefore sue said defendants
18 by such fictitious names. Plaintiffs will amend this Complaint to show their true names,
19 involvement, and capacities when that information has been ascertained. Each defendant named
20 herein as DOE was in some manner responsible for the violations and harms described herein.
21 (Collectively, DHMF, FPMG and DOES 1 through 10 are referred to herein as “Defendants” and
22 each one as a “Defendant”).

23 10. On information and belief, at all times mentioned herein, each Defendant was the
24 actual and apparent agent, servant, and employee of each other Defendant and in doing the things
25 herein alleged was acting within the course and scope of his or her actual and apparent agency and
26 employment and with the knowledge, notification, consent, and subsequent ratification of each
27 other Defendant.

FACTUAL ALLEGATIONS

11. Plaintiffs bring this action against Defendants for California Labor Code violations stemming from Defendants' failure to provide paid sick days under California law and attendant failure to pay for all hours worked and improper deductions from paychecks to "pay back" for sick days previously paid.

12. Plaintiffs bring this action as a representative action under the California Private Attorneys General Act ("PAGA"), Labor Code section 2699 et seq., to recover civil penalties that are owed to the State of California and to other past and present employees harmed by Defendants' policies and actions described herein within the State of California during the statute of limitations period for this PAGA claim (hereinafter referred to as the "Aggrieved Employees"), as well as injunctive and other relief permitted under the law.

13. From at least 2022 to November of 2024, the employed hospitalists at Northridge Hospital had properly been provided paid sick days as required under California law, the Healthy Workplaces, Healthy Families Act, Labor Code sections 245 *et seq.*

14. However, in November 2024 the employed hospitalist physicians at NHMC were notified by representatives of DHMF and FPMG that Defendants would be deducting monies from their upcoming paychecks based on the number of sick days each employee had used in calendar year 2023. These amounts were deducted from the November 29, 2024 paychecks, including Plaintiff Prince's paycheck. The moneys Defendants deducted from the November 29, 2024 paychecks were for extra shifts *already approved and already paid* in 2023 according to the provisions of the employment contract. Not only was this a violation of the express terms of the contract, it was in express violation of the Labor Code. This action forcing employees to "pay back" sick days used did so by collecting from them the amounts of wages "theretofore paid". This was both a violation of Labor Code section 221, which prohibits any employer from collecting or receiving from an employee any part of wages theretofore paid, and of Labor Code section 233, which prohibits an employer from denying an employee the right to use sick leave, or to penalize or discriminate in any way against an employee for using or attempting to use sick leave.

1 15. No itemization of the amounts deducted or the basis for the deductions was done at
2 the time of the deductions, whether delineated on the paycheck or in a separate writing. This was
3 in violation of Labor Code section 226, which requires employers to make, keep and provide
4 complete and accurate itemized wage statements to their employees. Itemization was not finally
5 done for most of the Aggrieved Employees, including Plaintiff Prince, until February 2025, after
6 written demand in December 2024 by the employees. Itemization was not done for Plaintiff
7 Almlı, regarding an extra shift belatedly determined as of November 2024 to have been “canceled
8 out” by the new sick pay policy, until June 2025. This belated determination to “cancel out” the
9 unpaid extra shift was also a violation of Labor Code section 233, which prohibits an employer
10 from denying an employee the right to use sick leave, or to penalize or discriminate in any way
11 against an employee for using or attempting to use sick leave.

12 16. The employees were also notified that for sick days they had already taken in
13 calendar year 2024, they would be expected to work extra, unpaid shifts in 2025. Similarly, they
14 were told that going forward, any day of normally scheduled work that was missed as a sick day
15 would have to made up in a future, extra, unpaid shift, regardless of whether the sick day taken
16 was part of the five (5) sick days guaranteed under California law.

17 17. The employees immediately objected to this action, which was an explicit change
18 of policy and practice and a violation of California law, and requested a meeting with Defendants.
19 This meeting was held on December 13, 2024. That meeting was attended by representatives of
20 Defendants including Anthony Quan (then Vice President of Operations of Dignity Health
21 Medical Foundation, South and Central California), who was the primary presenter of the
22 Defendants’ position on the new policy, and Brytani Garnett, Director of Clinical Operations for
23 FPMG. These persons took the position, on behalf of DHMF and FPMG, that the California law
24 providing paid sick leave did not apply to the employed physicians based on the language in their
25 contracts specifying the number of days to be worked in connection with the contract’s base
26 salary.

27 18. At this meeting, Anthony Quan indicated that there was a systematic policy across
28 all of DHMF to deprive other employed physicians across California of their legally guaranteed

1 paid sick days. Specifically, Mr. Quan stated that the policy previously in place at Northridge to
2 provide paid sick days to its employed physicians had been a “special” policy or “exception” and
3 that Northridge hospitalists would now be “brought in line with” the other employed physicians
4 across the state.

5 19. The employees then sent a letter on December 16, 2024 to Defendants stating in
6 detail their arguments against Defendants’ position. Defendants never responded in good faith to
7 that letter and instead sent a memorandum to the employees on January 17, 2025 outlining how
8 the 2024 sick days were expected to be made up in 2025 and stating, essentially, that while
9 Defendants recognized the employed physicians were entitled to five sick days under California
10 law, Defendants’ position was that these days were not allowed to be paid based on the terms of
11 the physicians’ contracts, which stated, in pertinent part, that “Physician agrees that Physician’s
12 Base Guarantee includes 183 12-hour shifts per year.” The employees explained that, to the
13 contrary, the sick days permitted under the law are to be taken from these 183 shifts. Otherwise,
14 they could not be considered “paid sick days”. Defendants never engaged further on this subject.

15 20. Multiple Aggrieved Employees, including Plaintiff Prince, were in fact forced
16 under protest to make up any sick days taken in 2024 or 2025 by working extra, unpaid, shifts in
17 2025. They were also not allowed to pick up any extra paid moonlighting shifts unless these prior
18 sick days were made up first. This has been in violation of Labor Code section 204, which
19 requires all wages earned by any person in any employment to be paid within a specific period
20 after the work is performed, and 233, which prohibits an employer from denying an employee the
21 right to use sick leave, or to penalize or discriminate in any way against an employee for using or
22 attempting to use sick leave.

23 21. All of the Aggrieved Employees including Plaintiffs continue to be expressly
24 subject to and harmed by this memorialized, repeated and consistently enforced policy.
25 Defendants continued to require the employees to work extra shifts in 2025 without pay to make
26 up for sick days taken in 2024 or 2025, and have expressed their intention to continue enforcing
27 this policy for 2026. The rights of these employees will continue to be violated unless this issue
28 is addressed

FIRST CAUSE OF ACTION

(By Plaintiffs Against All Defendants for Civil Penalties Under PAGA)

(Cal. Lab. Code § 2699, et seq.)

22. Plaintiffs incorporate by reference and reallege the previous paragraphs as if restated here.

23. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

24. California Labor Code §245 et seq., The Healthy Workplaces, Healthy Families Act, establishes minimum standards for paid sick leave for all covered employees in California. Exempt employees, which include professional employees such as employed physicians like the Aggrieved Employees, are expressly included within the protections of the statute. (See, e.g., Labor Code secs. 245.5(a) [listing the only exceptions], 246(b)(2).)

25. The Labor Code defines “paid sick days” as “time that is compensated at the same wage as the employee normally earns during regular work hours” (Labor Code sec. 245.5(e).) “This provision reflects and embodies the Legislature’s overall express intent that employees be entitled to take sick days without losing any of the compensation they would otherwise normally have earned for that day.” Division of Labor Standards Enforcement, Opinion Letter Re Paid Sick Leave, August 7, 2015, p. 1. Sick days are treated like a regular work day and are paid in regular payroll in the regular pay period after the sick day is taken (Labor Code sec. 246(n)).

26. As discussed above, in connection with their new sick pay policy, Defendants deducted monies from the Aggrieved Employees’ paychecks to “pay back” previously taken sick days, failed to timely provide itemizations of the amounts deducted, required the Aggrieved Employees to work extra, unpaid shifts to “make up” previously taken sick days, refused to pay amounts for extra shifts worked on the grounds that sick days were taken and must be made up, and determined on discovering prior unpaid days that, rather than correcting the failure to pay wages as earned, they would consider them “canceled out” by the new sick pay policy. As detailed above these actions were in violation of multiple Labor Code provisions, including but not limited to sections 204, 221, 226, and 233.

1 27. On information and belief, in addition, Defendants have harmed other Aggrieved
2 Employees other than the hospitalists at Northridge Hospital in a similar manner, based on
3 statements by Defendants' representatives. On information and belief, the Defendants may also
4 have harmed other Aggrieved Employees who have left the Defendants' employment voluntarily
5 or involuntarily by deducting or withholding amounts from final paychecks based on sick days
6 previously taken.

7 28. California Labor Code § 2699(a) specifically provides for a right of action to
8 recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law,
9 any provision of this code that provides for a civil penalty to be assessed and collected by the
10 Labor and Workforce Development Agency or any of its departments, divisions, commissions,
11 boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered
12 through a civil action brought by an aggrieved employee on behalf of himself or herself and other
13 current or former employees pursuant to the procedures specified in Section 2699.3."

14 29. Plaintiffs have exhausted their administrative remedies pursuant to California
15 Labor Code § 2699.3. They gave written notice by online filing to the LWDA, and by certified
16 mail to Defendants of the specific provisions of the Labor Code that Defendants violated against
17 Plaintiffs and the Aggrieved Employees, including the facts and theories to support the violations.
18 Plaintiffs also paid the filing fee.

19 30. The LWDA has not indicated that it intends to investigate Defendants' Labor Code
20 violations discussed in the notices.

21 31. Accordingly, Plaintiffs commence this civil action to recover penalties pursuant to
22 §2699.3 for the violations of the Labor Code described in this Complaint. These penalties include,
23 but are not limited to, penalties under California Labor Code §§ 2699 and 210, 225.5, 226(e),
24 226.3, 233 and 248.5. Based on the conduct described in this Complaint, Plaintiff seeks an award
25 of civil penalties on behalf of the State of California and on behalf of the other Aggrieved
26 Employees of Defendants, as well as other appropriate relief including injunctive and other
27 remedies specified under the law. The exact total of the applicable penalties, in all, is in an
28 amount to be shown according to proof at trial, and is in addition to all other remedies permitted

by law. Based on the number of expected Aggrieved Parties throughout California, the total amount of penalties and other relief is expected to total greater than \$35,000.

32. In addition, Plaintiffs seek injunctive relief requiring Defendants to provide paid sick days to all employed providers including Aggrieved Employees, as required under the law, and prohibiting Defendants from requiring these sick days to be “made up” by working additional, unpaid, shifts.

33. The above requested relief is in addition to all other remedies permitted by law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Lesley C. Prince, MD and Marta B. Almlı, MD, pray for judgment against defendants DHMF and FPMG and DOES 1-10 and each of them, and for relief as follows:

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by, among other things, failing to provide paid sick days to the Aggrieved Employees, improperly deducting pay from the Aggrieved Employees’ paychecks to “pay back” sick days previously paid, improperly failing to itemize or specify deductions made or other amounts unpaid, and failing to pay wages for all hours worked as unpaid “make up” for sick days;
2. For all civil penalties pursuant to California Labor Code §§ 2699, et seq., and all other applicable Labor Code provisions including 210, 225.5, 226(e), 226.3, 233 and 248.5;
3. For all available injunctive and other equitable remedies under the applicable law;
4. For reasonable attorneys’ fees incurred herein pursuant to California Labor Code §2699, where may be applicable in the future;
5. For costs of suit;

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6. for pre-judgment and post-judgment interest as provided by law; and
7. for such other and further relief as the Court may deem equitable and appropriate.

Respectfully submitted,

DATED: January 26, 2026

Lesley C. Prince

By:

Signed by:

Lesley C. Prince, MD

Lesley C. Prince

Proceeding in Pro Per

DATED: January 26, 2026

Marta B. Almli

By:

DocuSigned by:

Marta B Almli

Marta B. Almli

Proceeding in Pro Per