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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SANTA CLARA
12 UNLIMITED JURISDICTION

13 DANIELLE BARRETT, on behalf of herself
14 and all other aggrieved employees, and the
general public,

15 *Plaintiff,*

16 v.

17 SUTTER HEALTH, a California Nonprofit
Corporation; SUTTER BAY MEDICAL
18 FOUNDATION, a California Nonprofit
Corporation; SUTTER BAY HOSPITALS, a
19 California Nonprofit Corporation; and DOES
1 through 50, inclusive,

20 *Defendants.*
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Case No. 26CV484568

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff DANIELLE BARRETT ("Plaintiff"), on behalf of herself and all other aggrieved
2 employees, and the general public, complains and alleges as follows:

3 INTRODUCTION

4 1. Plaintiff brings this representative action against defendants SUTTER HEALTH, a
5 California Nonprofit Corporation; SUTTER BAY MEDICAL FOUNDATION, a California
6 Nonprofit Corporation; SUTTER BAY HOSPITALS, a California Nonprofit Corporation; and
7 DOES 1 through 50, inclusive, (collectively referred to as "Defendants") for alleged violations of
8 the Labor Code. As set forth below, Plaintiff alleges that Defendants have

- 9 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
10 periods;
- 11 (2) failed to provide them with rest periods;
- 12 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 13 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
14 rate of pay;
- 15 (5) failed to pay them at least minimum wage for all hours worked;
- 16 (6) failed to reimburse them for all necessary business expenses;
- 17 (7) failed to provide them with accurate written wage statements; and
- 18 (8) failed to pay them all of their final wages following separation of employment.

19 Based on these alleged violations, Plaintiff now brings this representative action to recover civil
20 and statutory penalties, and related relief on behalf of herself and all others similarly situated, all
21 other aggrieved employees, and the State of California.

22 JURISDICTION AND VENUE

23 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
24 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
25 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

26 3. Venue is proper in COUNTY OF SANTA CLARA pursuant to Code of Civil
27 Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions
28 that are the subject matter of this Complaint occurred therein and/or each defendant is found,

1 maintains offices, transacts business, and/or has an agent therein.

2 **PARTIES**

3 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
4 residing in the State of California.

5 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant SUTTER
6 HEALTH is, and at all relevant times mentioned herein, a California Nonprofit Corporation doing
7 business in the State of California.

8 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant SUTTER
9 HEALTH is, and at all relevant times mentioned herein, a California Nonprofit Corporation doing
10 business in the State of California.

11 7. Plaintiff is informed and believes, and thereupon alleges, that Defendant SUTTER
12 BAY HOSPITALS is, and at all relevant times mentioned herein, a California Nonprofit
13 Corporation doing business in the State of California.

14 8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
15 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
16 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
17 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
18 fictitiously named defendants are responsible in some manner for the occurrences, acts and
19 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
20 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
21 capacities of the DOE defendants when ascertained.

22 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
23 mentioned herein, some or all of the defendants were the representatives, agents, employees,
24 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
25 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
26 and scope of such relationship and with the full knowledge, consent, and ratification by such other
27 defendants.

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1 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 10. Plaintiff worked for Defendants as an hourly, non-exempt employee from
3 approximately January 1, 2023 through August 28, 2025.

4 **Security Check and Off-the-Clock**

5 11. Plaintiff and the aggrieved employees were required to go through a security check
6 at the time of entering the premises on which they worked. The security check required Plaintiff and
7 the aggrieved employees to wait in a general line for both employees and patients before going
8 through a security screening.

9 12. Plaintiff and the aggrieved employees were required to spend at least five minutes to
10 ten minutes every shift each time they went through the security check—time that was not paid by
11 Defendants.

12 13. Plaintiff and the aggrieved employees were required to go through the security check
13 prior to clocking in at the beginning of each work shift.

14 14. Based on the above, Defendants' security check practices have resulted in substantial
15 amounts of time not recorded as hours worked therefore resulting in substantial amounts of wages
16 not paid to Plaintiff and the aggrieved employees.

17 **Clock In Process**

18 15. Plaintiff and the aggrieved employees were trained to clock in using Defendants'
19 time clock devices. It generally took approximately five minutes for the system to complete the
20 entire boot up cycle.

21 16. The entire time spent booting up the computer would not be accurately recorded and
22 therefore resulted in Plaintiff and the aggrieved employees not being paid for all hours worked
23 while waiting for the computer to boot up.

24 17. Accordingly, by the time Plaintiff and the aggrieved employees were able to clock
25 in, five minutes or more may have already passed—this time was not properly recorded as time
26 worked and resulted in Plaintiff and the aggrieved employees not being paid for all hours worked by
27 Defendants.

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Off-the-Clock Work

18. Plaintiff and the aggrieved employees were not paid all wages earned as Defendants directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

19. Plaintiff and the aggrieved employees regularly started work before their scheduled work hours and were not paid for this time. Plaintiff and the aggrieved employees often prepared patient charts at the doctors' request before clocking in. As a result, Plaintiff and the aggrieved employees worked off-the-clock for approximately fifteen minutes or more every month.

20. As a result of performing off-the-clock work that was directed, permitted, or otherwise encouraged by Defendants, Plaintiff and the aggrieved employees should have been paid for this time. Instead, Defendants only paid Plaintiff and the aggrieved employees based on the time they were clocked in for their shifts and did not pay Plaintiff and the aggrieved employees for any of the time spent working off-the-clock.

21. Defendants knew or should have known that Plaintiff and the aggrieved employees were performing work before and after their scheduled work shifts and failed to pay Plaintiff and the aggrieved employees for these hours.

22. Defendants were aware of this practice and directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

23. As a result of Defendants' policies and practices, Plaintiff and the aggrieved employees were not paid for all hours worked.

Missed Meal Periods

24. Plaintiff and the aggrieved employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (4) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods.

25. As a result of Defendants' policy, Plaintiff and the aggrieved employees were regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours worked due to complying with Defendants' productivity requirements that required Plaintiff and the aggrieved employees to work through their meal periods in order to complete their assignments on time.

Missed Rest Periods

26. Plaintiff and the aggrieved employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (4) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods.

27. As a result of Defendants' policy, Plaintiff and the aggrieved employees were regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked due to complying with Defendants' productivity requirements that required Plaintiff and the aggrieved employees to work through their rest periods in order to complete their assignments on time.

Expense Reimbursement

28. Plaintiff and the aggrieved employees were required to utilize their own personal cell phones and medical equipment to perform their job duties.

29. Plaintiff and the aggrieved employees were not reimbursed for business expenses incurred in using their personal cell phones to communicate with doctors daily and in purchasing their own medical equipment such as scrubs, stethoscopes, and dansko clogs.

30. Defendants failed to reimburse Plaintiff and the aggrieved employees for such necessary business expenses incurred by them.

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1 **Wage Statements**

2 31. Plaintiff and the aggrieved employees were not provided with accurate wage
3 statements as mandated by law pursuant to Labor Code § 226.

4 32. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages
5 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
6 clock” work were not included.

7 33. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
8 worked by the employee” were not accurately reflected in that all hours worked, including overtime
9 and “off-the-clock” work were not included.

10 34. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
11 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
12 clock” work were not included.

13 35. Defendants failed to comply with Labor Code section 226(a)(6) as “the inclusive
14 dates of the period for which the employee is paid” were not included.

15 36. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
16 hourly rates in effect during the pay period and the corresponding number of hours worked at each
17 hourly rate by the employee” were not accurately reflected in that all hours worked, including
18 overtime and “off-the-clock” work were not included.

19 **FIRST CAUSE OF ACTION**

20 **CIVIL PENALTIES**

21 **(Lab. Code §§ 2698 *et seq.*)**

22 37. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

23 38. During the applicable limitations period, Defendants have violated Labor Code §§
24 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

25 39. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
26 herself and other current and former employees, to bring a representative civil action to recover
27 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
28 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

1 40. Plaintiff, a former employee against whom Defendants committed one or more of the
2 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
3 within the meaning of Labor Code § 2699(c).

4 41. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
5 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
6 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
7 intent to investigate.

8 42. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
9 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 227.3,
10 510, 512, 1194, 1197, 1198 and 2802:

11 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198
12 and 2802, one hundred dollars (\$100) for each employee per pay period for
13 each initial violation and two hundred dollars (\$200) for each employee per
14 pay period for each subsequent violation (penalties set by Labor Code §
15 2699(f)(2));

16 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
17 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);

18 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
19 employee for each initial violation that was neither willful nor intentional,
20 two hundred dollars (\$200) for each employee, plus 25% of the amount
21 unlawfully withheld from each employee, for each initial violation that was
22 either willful or intentional, and two hundred dollars (\$200) for each
23 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
24 from each employee, for each subsequent violation, regardless of whether the
25 subsequent violation was either willful or intentional (penalties set by Labor
26 Code § 210);

27 iv. For violations of Labor Code § 226(a), if this action is deemed to be an initial
28 citation, two hundred and fifty dollars (\$250) for each employee for each

1 violation. Alternatively, if an initial citation or its equivalent occurred before
2 the filing of this action, one thousand dollars (\$1,000) for each employee for
3 each violation (penalties set by Labor Code § 226.3);

4 v. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
5 employee for each initial pay period for which the employee was underpaid,
6 and one hundred dollars (\$100) for each employee for each subsequent pay
7 period for which the employee was underpaid (penalties set by Labor Code §
8 558);

9 vi. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
10 aggrieved employee for each initial violation of Labor Code § 1197 that was
11 intentional and two hundred and fifty dollars (\$250) for each aggrieved
12 employee per pay period for each subsequent violation of Labor Code §
13 1197, regardless of whether the initial violation was intentional (penalties set
14 by Labor Code § 1197.1);

15 vii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
16 attorneys' fees and costs in connection with Plaintiff's claims for civil
17 penalties.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of herself, all other current and former non-exempt
3 employees, and the general public, prays for relief and judgment against Defendants as follows:

- 4 (1) Declaratory relief;
5 (2) Pre-judgment interest;
6 (3) Civil penalties;
7 (4) Costs of suit;
8 (5) Reasonable attorneys' fees; and
9 (6) Such other relief as the Court deems just and proper.

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11 Dated: January 13, 2026

SETAREH LAW GROUP

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