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Superior Court of CA,
County of Santa Clara
26CV492007
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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SANTA CLARA

11 UNLIMITED JURISDICTION

12 PAUL AVILA, JR., on behalf of himself and
13 all other aggrieved employees, and the general
public,

14 *Plaintiff,*

15 v.

16 KAWEAH DELTA HEALTH CARE, INC., a
California Nonprofit Corporation; KAWEAH
17 DELTA HEALTH CARE DISTRICT
GUILD, a California Nonprofit Corporation;
18 and DOES 1 through 50, inclusive,

19 *Defendants.*

Case No. 26CV492007

REPRESENTATIVE ACTION

COMPLAINT

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

1 Plaintiff PAUL AVILA, JR. ("Plaintiff"), on behalf of himself 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 KAWEAH DELTA
5 HEALTH CARE, INC., a California Nonprofit Corporation; KAWEAH DEALTH HEALTH
6 CARE DISTRICT GUILD, a California Nonprofit Corporation; and DOES 1 through 50,
7 inclusive, (collectively referred to as "Defendants") for alleged violations of the Labor Code. As
8 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 at least minimum wage for all hours worked;
14 (5) failed to pay them overtime wages at the correct rate;
15 (6) failed to provide them with accurate written wage statements; and
16 (7) failed to pay them all of their final wages following separation of employment.

17 Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages,
18 restitution, civil penalties, and related relief on behalf of himself and all others similarly situated,
19 all other aggrieved employees, and the State of California.

20 **JURISDICTION AND VENUE**

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

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

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1 **PARTIES**

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

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

7 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant KAWEAH
8 DELTA HEALTH CARE DISTRICT GUILD is, and at all relevant times mentioned herein, a
9 California Nonprofit Corporation doing business in the State of California.

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

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

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

25 9. Plaintiff worked for Defendants as an hourly, non-exempt employee from
26 approximately September 8, 2025 through November 26, 2025.

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1 **Missed Meal Periods**

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

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

14 **Missed Rest Periods**

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

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

26 **Wage Statements**

27 14. Plaintiff and the putative class were not provided with accurate wage statements as
28 mandated by law pursuant to Labor Code § 226.

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

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

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

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

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq.*)

19. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

20. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, and 1198.

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

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

23. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency

1 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
2 intent to investigate.

3 24. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
4 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,
5 512, 1194, 1197, and 1198:

- 6 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, and 1198,
7 one hundred dollars (\$100) for each employee per pay period for each initial
8 violation and two hundred dollars (\$200) for each employee per pay period
9 for each subsequent violation (penalties set by Labor Code § 2699(f)(2));
- 10 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
11 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 12 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
13 employee for each initial violation that was neither willful nor intentional,
14 two hundred dollars (\$200) for each employee, plus 25% of the amount
15 unlawfully withheld from each employee, for each initial violation that was
16 either willful or intentional, and two hundred dollars (\$200) for each
17 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
18 from each employee, for each subsequent violation, regardless of whether the
19 subsequent violation was either willful or intentional (penalties set by Labor
20 Code § 210);
- 21 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
22 employee for each initial violation that was neither willful nor intentional,
23 two hundred dollars (\$200) for each employee, plus twenty-five percent
24 (25%) of the amount unlawfully withheld from each employee, for each
25 initial violation that was either willful or intentional, and two hundred dollars
26 (\$200) for each employee, plus twenty-five percent (25%) of the amount
27 unlawfully withheld from each employee, for each subsequent violation,
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1 regardless of whether the subsequent violation was either willful or
2 intentional (penalties set by Labor Code § 225.5);

3 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
4 citation, two hundred and fifty dollars (\$250) for each employee for each
5 violation. Alternatively, if an initial citation or its equivalent occurred before
6 the filing of this action, one thousand dollars (\$1,000) for each employee for
7 each violation (penalties set by Labor Code § 226.3);

8 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
9 employee for each initial pay period for which the employee was underpaid,
10 and one hundred dollars (\$100) for each employee for each subsequent pay
11 period for which the employee was underpaid (penalties set by Labor Code §
12 558);

13 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
14 aggrieved employee for each initial violation of Labor Code § 1197 that was
15 intentional and two hundred and fifty dollars (\$250) for each aggrieved
16 employee per pay period for each subsequent violation of Labor Code §
17 1197, regardless of whether the initial violation was intentional (penalties set
18 by Labor Code § 1197.1);

19 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
20 attorneys' fees and costs in connection with Plaintiff's claims for civil
21 penalties.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of himself, 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: April 13, 2026

SETAREH LAW GROUP

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16 ERIC HAHN
17 VICTORIA MAS
18 Attorneys for Plaintiff
19 PAUL AVILA, JR.
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