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MARIA KUZMINOVA, individually and on
behalf of all others similarly situated

FILED
Superior Court of California
County of Los Angeles

08/31/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

MARIA KUZMINOVA, individually and on
behalf of all others similarly situated, and on
behalf of all aggrieved employees and the State
of California,

Plaintiff,

v.

PROVIDENCE HEALTH SYSTEM-
SOUTHERN CALIFORNIA, a California
nonprofit corporation, and DOES 1 through
100, inclusive,

Defendants.

Case No. 26STCV20436

[Assigned for all purposes to the Honorable
Carolyn B. Kuhl, Dept. 12]

**[Amended as a matter of right, pursuant to
Labor Code section 2699.3(a)(2)(C)]**

**First Amended Class and Representative
Action Complaint for Damages and Injunctive
and Declaratory Relief Based On:**

1. **Failure to Pay State Minimum Wage**
(Cal. Lab. Code §§ 510, 1194, 1194.2,
1197, 1198; IWC Wage Order No. 5-2001;
IWC Minimum Wage Order Nos. MW-
2025 and MW-2026; Los Angeles
Minimum Wage Ordinance)
2. **Failure to Pay Overtime Compensation**
(Cal. Lab. Code §§ 510, 1194, and 1198;
IWC Wage Order No. 5-2001)
3. **Failure to Provide Meal Periods** (Cal.
Lab. Code §§ 226.7, 512, and 1198; IWC
Wage Order No. 5-2001)
4. **Failure to Provide Rest Periods** (Cal. Lab.
Code §§ 226.7 and 1198; IWC Wage
Order No. 5-2001)
5. **Failure to Furnish Timely and Accurate
Wage Statements** (Cal. Lab. Code §§ 226
and 1198; IWC Wage Order No. 5-2001)
6. **Waiting Time Penalties** (Cal. Lab. Code
§§ 201, 202, and 203)
7. **Unlawful Wage Deductions** (Cal. Lab.
Code §§ 221, 223, and 224)

8. **Failure to Indemnify for All Necessary Expenditures and Losses (Cal. Lab. Code § 2802; IWC Wage Order No. 5-2001)**
9. **Unfair Competition (Cal. Bus. & Prof. Code § 17200, et seq.)**
10. **Private Attorney General Act (Cal. Lab. Code § 2698, et seq.)**

DEMAND FOR JURY TRIAL

Plaintiff Maria Kuzminova complains and alleges on behalf of herself and all others similarly situated, and on behalf of all aggrieved employees and the State of California, against Defendant Providence Health System-Southern California (“Providence”) as follows:

THE PARTIES

Plaintiff

1. Ms. Kuzminova is, and at all relevant times was, an individual residing in Los Angeles County, California.

Defendants

2. Providence is, and at all relevant times was, a California nonprofit corporation doing business in Los Angeles County, California.

Does

3. Ms. Kuzminova is unaware of the true names and capacities of the defendants sued herein as Does 1 through 100, inclusive, and, therefore, sues these defendants by such fictitious names. Ms. Kuzminova will amend this Complaint to allege the true names and capacities of such fictitiously named defendants when the same have been ascertained. Ms. Kuzminova is informed and believes and, on that basis, alleges that each fictitiously named defendant is responsible in some manner for the occurrences alleged herein and that Plaintiff’s damages were proximately caused by their conduct.

Agency

4. Ms. Kuzminova is informed and believes and, on that basis, alleges that at, all material times, each defendant was the agent, employee, partner, joint venture, co-conspirator, owner, principal, and employer of the remaining defendants, and is, and at all times herein mentioned was, acting within the course and scope of that agency, employment, partnership, conspiracy, ownership or

joint venture. Ms. Kuzminova is further informed and believes, on that basis, alleges that the acts and conduct alleged herein were known to, and authorized, directed, and/or ratified by, the officers, directors, and managing agents of the business entity defendants, and each of them.

NATURE OF CLASS CLAIMS

Background on Providence's Operations

5. PROVIDENCE HEALTH SYSTEM-SOUTHERN CALIFORNIA ("Providence") is a California-based subsidiary of Providence Health & Services, one of the largest nonprofit health systems in the United States. Providence operates multiple hospitals and medical facilities throughout Southern California, including Providence Tarzana Medical Center in Tarzana, California. Providence employs nurses, physicians, technicians, and other healthcare workers at these facilities on a continuous, 24-hour basis, seven days a week. Providence's workforce in Southern California includes a substantial number of non-exempt employees.

6. Providence maintained uniform employment policies and practices that applied to Ms. Kuzminova and Class Members. These policies and practices systematically resulted in violations of the California Labor Code and applicable IWC Wage Orders.

Background on Plaintiff's Employment

7. Plaintiff Maria Kuzminova is a Registered Nurse who was employed by Providence at Providence Tarzana Medical Center's Emergency Department in Tarzana, California. Plaintiff's employment commenced on or about February 19, 2024, in the position of Acute Care RN.

Failure to Pay Minimum and Straight Time Wages for All Hours Worked, Including Off-the-Clock and Unrecorded Time

8. California law requires employers to pay employees for all hours worked, defined as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." (IWC Wage Order No. 5-2001, § 2(K); *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 578.) All hours worked must be paid no less than the applicable minimum wage. (Lab. Code §§ 1194, 1197, 1198; IWC Wage Order No. 5-2001, § 4.) An employer who fails to pay minimum wages is liable to the employee for the unpaid wages, liquidated damages in an equal amount, plus interest, attorney's fees, and costs.

(Lab. Code §§ 1194(a), 1194.2.)

9. Providence violated Labor Code sections 1194, 1194.2, 1197, and 1198, and the minimum wage provisions of IWC Wage Order No. 5-2001, by failing to pay non-exempt employees at least the applicable minimum wage for all hours worked. Providence suffered or permitted non-exempt employees to work while subject to its control without paying for all of that time, including work performed before the start and after the end of scheduled shifts and time worked during meal and rest periods that were not duty-free. This unpaid, off-the-clock work included, among other things, mandatory training such as periodic CPR recertification, pre-shift meetings non-exempt employees were required to attend before clocking in, and post-shift tasks such as correcting charting that Providence required employees to perform after they had clocked out.

10. Providence failed to maintain timekeeping practices that captured all hours worked, and as a result non-exempt employees performed work for which they received no wages or wages below the applicable minimum wage. These failures applied uniformly to non-exempt employees regardless of job classification, work location, or whether the employee signed any meal or rest period waiver.

11. The foregoing is not an exhaustive account of Providence's minimum wage violations, and Plaintiff anticipates that additional violations will be revealed through further investigation and discovery.

12. By failing to compensate Ms. Kuzminova and Class Members for all hours worked, including time spent under Providence's control as described above, Providence violated Labor Code sections 1194, 1194.2, 1197, and 1198 and the minimum wage provisions of IWC Wage Order No. 5-2001.

Failure to Pay Overtime Compensation

13. An employer is required to pay time-and-one-half the employee's regular rate of pay for all hours over eight in a day, for the first eight hours worked on the seventh consecutive day of a workweek, and for all hours over 40 in a workweek, and double the regular rate for all hours over 12 in a day and for all hours over eight on the seventh consecutive day of a workweek. (Lab. Code §§ 510(a), 1194, 1198; IWC Wage Order No. 5-2001, § 3.)

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14. Providence violated Labor Code sections 510, 1194, and 1198, and the overtime provisions of IWC Wage Order No. 5-2001, by failing to pay non-exempt employees all overtime and double time wages owed. Because Providence failed to record and pay for all hours worked, including work performed off the clock and time worked during meal and rest periods that were not duty-free, its payroll records understated the total hours non-exempt employees worked and caused the underpayment of overtime and double-time premiums. Providence further failed to pay overtime and double-time wages at the correct regular rate of pay by omitting required remuneration from the regular rate. Providence also failed to include shift differentials and other nondiscretionary compensation in the regular rate of pay it used to calculate overtime and double time wages.

15. The foregoing is not an exhaustive account of Providence's overtime violations, and Plaintiff anticipates that additional violations will be revealed through further investigation and discovery.

16. By engaging in the unlawful wage and hour practices above, Providence violated Labor Code sections 510, 1194, and 1198 and the overtime provisions of IWC Wage Order No. 5-2001.

Failure to Provide Compliant Meal Periods and Pay Meal Period Premiums

17. An employer may not employ a non-exempt employee for more than five hours per day without providing a meal period of at least 30 minutes, during which the employee is relieved of all duty. (Lab. Code § 512(a); IWC Wage Order No. 5-2001, § 11(A).) For shifts exceeding ten hours, a second 30-minute meal period must be provided. (Lab. Code § 512(a); IWC Wage Order No. 5-2001, § 11(B).) If an employer fails to provide a compliant meal period, it owes the employee one additional hour of pay at the employee's regular rate of compensation for each workday on which a meal period was not provided. (Lab. Code § 226.7(c); *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 60.)

18. Providence violated Labor Code sections 226.7, 512, 1198, and IWC Wage Order No. 5-2001, section 11, by failing to provide non-exempt employees with compliant meal periods and by failing to pay meal period premium wages. Providence failed to provide non-exempt employees with a duty-free, uninterrupted meal period of at least 30 minutes before the end of the fifth hour of work on shifts of more than five hours, except where a valid first-meal-period waiver applied to a shift of no more than six hours. On shifts of more than ten hours, Providence failed to provide a second duty-free,

uninterrupted meal period of at least 30 minutes before the end of the tenth hour of work, except where a valid second-meal-period waiver applied; a second-meal-period waiver is valid only where the total hours worked did not exceed 12 and the first meal period was not waived. To the extent Providence relied on any meal-period waiver to excuse providing a second meal period, that waiver was invalid and ineffective on any shift on which the employee worked more than 12 hours, and Providence owed a meal period premium for each such shift.

19. Providence required and permitted non-exempt employees to remain on duty, on call, or subject to interruption during their meal periods, such that the meal periods Providence provided were not duty-free. Providence failed to relieve non-exempt employees of all duty and failed to provide adequate coverage or relief staffing so that employees could take their meal periods, and Providence discouraged, impeded, and failed to authorize non-exempt employees to take the meal periods to which they were entitled. Providence also required non-exempt employees to remain reachable on their personal cell phones during meal periods and to answer work-related calls, so that the meal periods Providence did provide were interrupted and not duty-free. Providence further maintained an automated timekeeping system that prompted employees, at the end of each shift, to attest that they had received all meal periods at the proper times, and Providence pressured employees to attest that meal periods were taken and timely even when they were not, concealing missed and non-compliant meal periods and the premium wages owed for them. For each workday on which Providence failed to provide a compliant meal period, Providence owed, and failed to pay, one additional hour of pay at the employee's regular rate of compensation.

20. The foregoing is not an exhaustive account of Providence's meal period violations, and Plaintiff anticipates that additional violations will be revealed through further investigation and discovery.

21. By failing to provide compliant meal periods and by failing to pay meal period premiums, Providence violated Labor Code sections 226.7, 512, 1198, and IWC Wage Order No. 5-2001, section 11.

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Failure to Authorize and Permit Rest Periods and Pay Rest Period Premiums

22. An employer must authorize and permit a paid 10-minute rest period for every four hours worked, or major fraction thereof. (IWC Wage Order No. 5-2001, § 12(A); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.) For shifts of eight hours, employees are entitled to two rest periods; for shifts of twelve hours, employees are entitled to three rest periods. If an employer fails to provide a required rest period, it owes the employee one additional hour of pay at the employee's regular rate for each day on which a rest period was not authorized and permitted. (Lab. Code § 226.7(c).)

23. Providence violated Labor Code sections 226.7, 1198, and IWC Wage Order No. 5-2001, section 12, by failing to authorize and permit non-exempt employees to take compliant rest periods and by failing to pay rest period premium wages. Providence required and permitted non-exempt employees to remain on duty, on call, or subject to interruption during their rest periods, such that the rest periods were not duty-free. Providence failed to provide adequate coverage or relief staffing so that employees could take their rest periods, and Providence discouraged, impeded, and failed to authorize and permit non-exempt employees to take the rest periods to which they were entitled. Providence also required non-exempt employees to remain reachable on their personal cell phones during rest periods and to answer work-related calls, and divided the required rest time into separate ten-minute segments that, given the time needed to reach and return from the designated break areas, could not be taken as compliant, duty-free rest. Providence further pressured non-exempt employees, through the same automated timekeeping attestations, to represent that rest periods were taken when they were not. Because the right to a rest period cannot be waived, these violations occurred regardless of whether a non-exempt employee signed any meal-period waiver. For each workday on which Providence failed to authorize and permit a compliant rest period, Providence owed, and failed to pay, one additional hour of pay at the employee's regular rate of compensation.

24. The foregoing is not an exhaustive account of Providence's rest period violations, and Plaintiff anticipates that additional violations will be revealed through further investigation and discovery.

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25. By failing to authorize and permit required rest periods and by failing to pay rest period premiums, Providence violated Labor Code section 226.7, 1198, and IWC Wage Order No. 5-2001, section 12.

Failure to Pay Reporting Time Pay

26. When an employee is required to report for work and does report, but is not put to work or is furnished less than half of that employee's usual or scheduled day's work, the employer must pay the employee for half the usual or scheduled day's work, but in no event for less than two hours nor more than four hours, at the employee's regular rate of pay. (IWC Wage Order No. 5-2001, § 5(A); Lab. Code § 1198.) A violation of the Wage Order is unlawful under Labor Code sections 1198 and 1199.

27. Providence violated Labor Code sections 558 and 1198, as well as the reporting time pay provisions of IWC Wage Order No. 5-2001, section 5, by failing to pay non-exempt employees reporting time pay. Providence scheduled non-exempt employees for shifts and, after they reported for and began work, directed them to leave well before the end of their scheduled shifts, furnishing them less than half of their scheduled hours' work without paying the reporting time pay the Wage Order requires. Providence failed to pay non-exempt employees the reporting time pay owed on each day it sent them home early.

28. By failing to pay the required number of hours at the required rate of pay for reporting time pay, Providence violated Labor Code sections 558 and 1198 and the reporting time pay provisions of IWC Wage Order No. 5-2001, section 5.

Unlawful Deductions from Wages

29. Labor Code section 221 makes it unlawful for an employer to collect or receive from an employee any part of wages already paid to the employee. Section 223 prohibits an employer from secretly paying a lower wage while purporting to pay the wage designated by statute or contract. Section 224 permits deductions from wages only where authorized by law or expressly authorized in writing by the employee for purposes the law allows. A deduction not authorized by law or by the employee's written authorization is unlawful.

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30. Providence violated Labor Code sections 221, 223, and 224 by making deductions from non-exempt employees' wages that were not authorized by law or by the employees in writing. Among other things, Providence automatically enrolled non-exempt employees in recurring payroll deductions, including deductions diverted to a third-party investment or retirement program, and withheld those amounts from employees' wages without their informed, written authorization. Providence's wage statements did not clearly or accurately identify these deductions.

31. By making unauthorized deductions from wages, Providence violated Labor Code sections 221, 223, and 224.

Failure to Indemnify Employees for Necessary Business Expenses

32. Employers must indemnify employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties. Where an employer requires or expects its employees to use personal resources to perform their work, it must reimburse the reasonable expense of that use. (Lab. Code § 2802; IWC Wage Order No. 5-2001, § 9; *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1140.)

33. Providence violated Labor Code section 2802, as well as the indemnification and reimbursement provisions of IWC Wage Order No. 5-2001, by failing to indemnify non-exempt employees for necessary expenditures incurred in performing their job duties. Because Providence did not furnish adequate hospital-issued communication devices, non-exempt employees were required to use their personal cell phones for work-related communications, and Providence failed to reimburse the reasonable cost of that use. Because Providence did not furnish adequate equipment and supplies, non-exempt employees were required or effectively compelled to purchase tools and supplies necessary to perform their duties, including devices used to monitor patients' vital signs, at their own expense, and Providence failed to reimburse those costs.

34. By failing to indemnify non-exempt employees for necessary business expenses, Providence violated Labor Code section 2802 and IWC Wage Order No. 5-2001.

Failure to Provide Timely and Accurate Itemized Wage Statements

35. An employer must provide each employee with a written, itemized wage statement at the time wages are paid that accurately sets forth, among other things: gross wages earned; total hours

worked; all deductions; net wages; the name of the employee and the last four digits of the employee's social security number; the name and address of the legal entity that is the employer; and all applicable hourly rates and the corresponding number of hours worked at each rate. (Lab. Code § 226(a).) An employer who knowingly and intentionally fails to provide a compliant wage statement is liable to the employee for the greater of actual damages or \$50 for the first violation and \$100 for each subsequent violation, up to an aggregate penalty of \$4,000. (Lab. Code § 226(e).)

36. Providence violated Labor Code sections 226(a), 226.3, and IWC Wage Order No. 5-2001, section 7, by failing to furnish non-exempt employees with accurate, itemized wage statements.

37. Because Providence failed to pay non-exempt employees for all hours worked, failed to pay all minimum, overtime, and double-time wages, and failed to pay all meal and rest period premium wages, the wage statements Providence issued did not accurately state gross wages earned, total hours worked, net wages earned, or all applicable hourly rates in effect and the corresponding number of hours worked at each rate. Providence's wage statements, therefore, failed to reflect all wages owed and were not compliant with Labor Code section 226(a). Providence's wage statements also failed to state all deductions accurately, including recurring deductions that were misidentified or not clearly itemized, and failed to reflect reporting time pay and other wages owed to non-exempt employees. Providence's failures were knowing and intentional and applied to non-exempt employees regardless of job classification, work location, or whether the employee signed any meal or rest period waiver.

38. Providence's wage statements also failed to accurately state the name and address of the legal entity that is the employer, as Labor Code section 226(a)(8) requires. On the itemized wage statement furnished to non-exempt employees, Providence identified the employer as "Providence Tarzana Medical Center," at an address in Tarzana, California ("18321 Clark Street, Tarzana, CA 91356"). On the accompanying payment (the direct deposit stub), Providence identified the employer as "PROVIDENCE HEALTH SYSTEM - SO. CALIFORNIA," at a different address in Renton, Washington ("1801 Lind Avenue SW, Renton, WA 98057"). Neither name matches the actual legal entity that employed non-exempt employees, which is "PROVIDENCE HEALTH SYSTEM-SOUTHERN CALIFORNIA," and the two documents list two different addresses for the purported

employer. The names differ from one another and from the true legal entity in material respects: “Providence Tarzana Medical Center” is the name of a facility, not the legal entity that is the employer; “SO. CALIFORNIA” is an abbreviation of “Southern California”; and “HEALTH SYSTEM - SO. CALIFORNIA,” with spaces surrounding the hyphen, does not match the legal entity’s actual name, “HEALTH SYSTEM-SOUTHERN CALIFORNIA,” which contains no spaces around the hyphen and spells out “SOUTHERN.”

39. These discrepancies are not immaterial technicalities. Labor Code section 226(a)(8) requires that a wage statement identify the employer’s correct legal name and address so that an employee can determine, from the face of the statement and without resort to other documents or guesswork, the identity and location of the legal entity responsible for paying their wages. By using one name and address on the wage statement, a different name and an out-of-state address on the direct deposit slip, and neither the name of the employer’s true legal entity, Providence made it difficult or impossible for non-exempt employees to ascertain who their actual employer was. The inconsistency creates real and foreseeable harm: an employee cannot tell which entity to hold responsible for unpaid wages, which entity to identify in a claim or demand, or which entity to name and serve in litigation, and is left to guess—at the risk of pursuing or serving the wrong entity, missing a deadline, or having a claim defeated on the ground that the wrong party was named. This is precisely the kind of injury Labor Code section 226 is designed to prevent. These violations applied to non-exempt employees regardless of job classification, work location, or whether the employee signed any meal or rest period waiver.

40. The foregoing is not an exhaustive account of Providence’s wage statement violations, and Plaintiff anticipates that additional violations will be revealed through further investigation and discovery.

41. By failing to provide accurate itemized wage statements, Providence violated Labor Code section 226(a), 226.3, and IWC Wage Order No. 5-2001, section 7.

Failure to Pay All Wages Upon Termination

42. When an employer discharges an employee, all wages earned and unpaid at the time of discharge are due and payable immediately. (Lab. Code § 201(a).) If an employer willfully fails to pay

all wages upon discharge, the employee's wages continue to accrue, as a penalty, at the employee's daily rate of pay for up to 30 days. (Lab. Code § 203(a).)

43. Providence violated Labor Code sections 201, 202, and 203 by failing to pay non-exempt employees who no longer work at Providence all wages earned and unpaid at the time their employment ended. For non-exempt employees who were discharged, Providence failed to pay all earned and unpaid wages immediately upon discharge; for non-exempt employees who resigned, Providence failed to pay all earned and unpaid wages within the time required by Labor Code section 202. The wages Providence failed to pay timely included unpaid minimum, straight time, overtime, and double time wages and unpaid meal and rest period premium wages. Because these amounts were due in full when employment ended and Providence willfully failed to pay them, non-exempt employees are entitled to waiting time penalties at their daily rate of pay for up to 30 days.

44. The foregoing is not an exhaustive account of Providence's final pay violations, and Plaintiff anticipates that additional violations will be revealed through further investigation and discovery.

45. By failing to pay all wages upon termination, Providence violated Labor Code sections 201 and 203.

CLASS ACTION ALLEGATIONS

The Class

46. Ms. Kuzminova brings this action individually and on behalf of all other similarly situated individuals ("Class Members") belonging to one or more of the following subclasses:

- **Unpaid Wages Subclass:** Providence's current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, performed work for which they were not paid all compensation owed, including minimum wage, straight time, and overtime.
- **Minimum Wage Subclass:** Providence's current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, were not paid the applicable state or local minimum wage for all hours worked.

- **Overtime and Double Time Subclass:** Providence’s current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, worked in excess of 8 hours in a workday, 40 hours in a workweek, or 7 consecutive days in a workweek without receiving all legally required overtime compensation at 1.5 times their regular rate of pay, or double their regular rate of pay for all hours worked in excess of 12 hours in a workday or in excess of 8 hours on the seventh consecutive day of a workweek.
- **Meal Period Subclass:** Providence’s current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, worked a shift in excess of 5 hours without receiving one legally compliant meal period of at least 30 minutes for every 5 hours worked, with each such meal period commencing no later than the end of the employee’s fifth consecutive hour of work for that meal period interval.
- **Rest Period Subclass:** Providence’s current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, worked a shift of 3.5 hours or more without receiving one legally compliant, duty-free rest period of at least 10 minutes for every 4 hours worked, or major fraction thereof.
- **Reporting Time Pay Subclass:** Providence’s current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, worked less than half of the employee’s usual or scheduled day’s work without receiving two hours of reporting time pay at the regular rate of pay.
- **Unlawful Wage Deductions Subclass:** Providence’s current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, had wages deducted, withheld, diverted, or otherwise reduced by Defendant through payroll deductions that were not authorized by law or expressly authorized in writing by the employee, including deductions related to

third-party investment or retirement programs, and whose wage statements failed to accurately identify such deductions.

- **Business Expense Reimbursement and Indemnification Subclass:** Providence's current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, incurred necessary expenditures or losses, or were exposed to claims, demands, or liabilities, in direct consequence of the discharge of their job duties or in obedience to the directions of Defendants, and were not fully reimbursed or indemnified therefor.
- **Wage Statement Subclass:** Providence's current and former California employees who, at any time from one year preceding the filing of the initial complaint in this action to the date of judgment, did not receive timely and accurate itemized wage statements in accordance with California Labor Code section 226.
- **Waiting Time Penalties Subclass:** Providence's current and former California employees who, at any time from three years preceding the filing of the initial complaint in this action to the date of judgment, were not paid all wages owed immediately upon discharge or within 72 hours of resignation.

47. Ms. Kuzminova reserves the right to amend or modify the class description with greater specificity or further division into subclasses or limitation to particular issues.

Numerosity

48. The Class Members are sufficiently numerous that joinder of each Class Member would be impracticable, and the disposition of their claims in a class action, rather than in numerous individual actions, will benefit the parties, the Court, and the interests of justice.

49. Accounting for employee turnover during the relevant time period necessarily increases this number. Providence's employment records will provide information as to the number and location of all Class Members.

Typicality

50. Ms. Kuzminova's claims are typical of the claims of other Class Members. Ms. Kuzminova and other Class Members sustained injuries and damages arising out of and caused by

Providence's common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

Commonality

51. There is a well-defined community of interest in the questions of law and fact involving all Class Members in that Providence treated Class Members uniformly. Common questions of law and fact predominate over questions that affect only individual Class Members.

Superiority

52. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Because individual joinder of all Class Members is impractical, class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. The expenses and burdens of individual litigation would make it difficult or impossible for individual Class Members to redress the wrongs done to them, while important public interests will be served by addressing the matter as a class action. The cost to and burden on the court system of adjudication of individualized litigation would be substantial, and substantially more than the costs and burdens of a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

Adequacy

53. Ms. Kuzminova and her counsel will fairly and adequately protect the interests of other Class Members. Ms. Kuzminova has no interests that are adverse to the interests of other Class Members.

FIRST CAUSE OF ACTION

Failure to Pay State Minimum Wage

(Cal. Labor Code Sections 510, 1194, 1194.2, 1197, 1198; IWC Wage Order No. 5-2001; IWC Minimum Wage Order Nos. MW-2025 and MW-2026; Los Angeles Minimum Wage Ordinance)
(By Ms. Kuzminova, Individually and on Behalf of All Class Members, Against Defendant and Does 1 Through 100)

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54. Ms. Kuzminova re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

55. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

56. Industrial Welfare Commission Wage Order No. 5-2001, section 4, provides in pertinent part the following:

4. MINIMUM WAGES

(A) Every employer shall pay to each employee wages not less than the following:

(1) Any employer who employs 26 or more employees shall pay to each employee wages not less than the following:

(a) Ten dollar and fifty cents (\$10.50) per hour for all hours worked, effective January 1, 2017;

(b) Eleven dollars (\$11.00) per hour for all hours worked, effective January 1, 2018....

57. California Labor Code section 1194 provides in pertinent part the following:

1194. (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

58. California Labor Code section 1194.2 provides in pertinent part the following:

1194.2. (a) In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

59. California Labor Code section 1197 provides in pertinent part the following:

1197. The minimum wage for employees fixed by the commission or any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.

60. California Minimum Wage Order MW-2025 states that, for labor performed from January 1, 2022 to December 31, 2022, for employers with 26 or more employees, the minimum wage is \$14.00 per hour; and, for employers with 25 or fewer employees, the minimum wage is \$15.00 per hour. For labor performed from January 1, 2023 to December 31, 2023, the minimum wage is \$15.50 per hour. For labor performed from January 1, 2024 to December 31, 2024, the minimum wage is \$16.00 per hour. For labor performed from January 1, 2025 to December 31, 2025, the minimum wage is \$16.50 per hour.

61. California Minimum Wage Order MW-2026 states that for labor performed from January 1, 2026 to December 31, 2026, the minimum wage is \$16.90 per hour.

62. The Los Angeles Minimum Wage Ordinance states that, for employers with 26 or more employees, for labor performed from July 1, 2020 to June 30, 2022, the minimum wage is \$15.00 per hour. For employers with 25 or fewer employees, for labor performed from July 1, 2020 to June 30, 2021, the minimum wage is \$14.25; and for labor performed from July 1, 2021 to June 30, 2022, the minimum wage is \$15.00 per hour. For all employers, for labor performed from July 1, 2022 to June 30, 2023, the minimum wage is \$16.04; for labor performed from July 1, 2023 to June 30, 2024, the minimum wage is \$16.78; for labor performed from July 1, 2024 to June 30, 2025, the minimum wage is \$17.28; and for labor performed from July 1, 2025 to June 30, 2026, the minimum wage is \$17.87.

63. At relevant times herein, Providence intentionally failed to pay Ms. Kuzminova and Class Members minimum wages required by law, including overtime compensation at the minimum wage rate.

64. Ms. Kuzminova and Class Members are entitled to recover their earned wages at the minimum wage rate, interest thereon, and reasonable attorney fees and costs. Pursuant to Labor Code section 1194.2, Ms. Kuzminova and Class Members are also entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

65. As a direct and proximate result of the aforementioned acts and omissions, Ms. Kuzminova and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

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SECOND CAUSE OF ACTION

Failure to Pay Overtime Compensation

(California Labor Code Sections 510, 1194, and 1198; IWC Wage Order No. 5-2001)

(By Ms. Kuzminova, Individually and on Behalf of All Class Members, Against Defendant and Does
1 Through 100)

66. Ms. Kuzminova re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

67. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

68. Industrial Welfare Commission Wage Order No. 5-2001, section 3, provides in pertinent part the following:

3. HOURS AND DAYS OF WORK

(A) Daily Overtime - General Provisions

(1) ... employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

69. California Labor Code section 510 provides in pertinent part the following:

510. (a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the

regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee....

70. California Labor Code section 1194 provides in pertinent part the following:

1194. (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

71. At relevant times herein, Providence failed to pay Ms. Kuzminova and Class Members overtime compensation.

72. As a direct and proximate result of the aforementioned acts and omissions, Ms. Kuzminova and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods

(California Labor Code Sections 226.7, 512, and 1198; IWC Wage Order No. 5-2001)

(By Ms. Kuzminova, Individually and on Behalf of All Class Members, Against Defendant and Does 1 Through 100)

73. Ms. Kuzminova re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

74. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

75. Industrial Welfare Commission Wage Order No. 5-2001, section 11, provides in pertinent part the following:

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11. MEAL PERIODS

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes....

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

76. California Labor Code section 512 provides in pertinent part the following:

512. (a) An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

77. California Labor Code section 226.7 provides in pertinent part the following:

226.7....(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

78. At relevant times herein, Providence caused Ms. Kuzminova and Class Members to work for periods of more than five hours without a meal period of at least 30 minutes.

79. Ms. Kuzminova and Class Members were not paid an additional hour of pay at the regular rate of compensation in lieu of the mandated meal period required by the Labor Code.

80. As a direct and proximate result of the aforementioned acts and omissions, Ms. Kuzminova and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

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FOURTH CAUSE OF ACTION

Failure to Provide Rest Periods

(California Labor Code Sections 226.7 and 1198; IWC Wage Order No. 5-2001)

(By Ms. Kuzminova, Individually and on Behalf of All Class Members, Against Defendant and Does
1 Through 100)

81. Ms. Kuzminova re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

82. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

83. California Labor Code section 226.7 provides in pertinent part the following:

226.7....(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

84. Industrial Welfare Commission Wage Order No. 5-2001, section 12, provides in pertinent part the following:

12. REST PERIODS

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

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85. At relevant times herein, Providence caused Ms. Kuzminova and Class Members to work for periods of more than four hours or major fraction thereof without rest periods of at least 10 minutes.

86. Ms. Kuzminova and Class Members were not paid an additional hour of pay at the regular rate of compensation in lieu of the mandated rest period required by the Labor Code.

87. As a direct and proximate result of the aforementioned acts and omissions, Ms. Kuzminova and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

FIFTH CAUSE OF ACTION

Failure to Furnish Timely and Accurate Wage Statements

(California Labor Code Sections 226 and 1198; IWC Wage Order No. 5-2001)

(By Ms. Kuzminova, Individually and on Behalf of All Class Members, Against Defendant and Does 1 Through 100)

88. Ms. Kuzminova re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

89. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

90. California Labor Code section 226 provides in pertinent part the following:

226. (a) Every employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer... and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....

(e) (1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

91. Industrial Welfare Commission Wage Order No. 5-2001, section 7, provides in pertinent part the following:

7. RECORDS

...
(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item....

92. At relevant times herein, Providence knowingly and intentionally failed to furnish Ms. Kuzminova and Class Members with timely and compliant wage statements.

93. Pursuant to Labor Code section 226(e), Ms. Kuzminova and Class Members are entitled to recover the greater of all actual damages or a statutory penalty equal to \$50 for the initial pay period in which the wage statement violation occurred and \$100 for each violation in a subsequent pay period, up to a total of \$4,000.

94. As a direct and proximate result of the aforementioned acts and omissions, Ms. Kuzminova and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

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SIXTH CAUSE OF ACTION

Waiting Time Penalties

(California Labor Code Sections 201, 202, and 203)

(By Ms. Kuzminova, Individually and on Behalf of All Class Members, Against Defendant and Does
1 Through 100)

95. Ms. Kuzminova re-alleges and incorporates by reference the allegations in the
preceding paragraphs as if fully set forth herein.

96. California Labor Code sections 201 through 203 provide in pertinent part the following:

201. (a) If an employer discharges an employee, the wages
earned and unpaid at the time of discharge are due and payable
immediately....

202. (a) If an employee not having a written contract for a
definite period quits his or her employment, his or her wages shall
become due and payable not later than 72 hours thereafter, unless
the employee has given 72 hours previous notice of his or her
intention to quit, in which case the employee is entitled to his or
her wages at the time of quitting...

203. (a) If an employer willfully fails to pay, without abatement
or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9,
202, and 205.5, any wages of an employee who is discharged or
who quits, the wages of the employee shall continue as a penalty
from the due date thereof at the same rate until paid or until an
action therefor is commenced; but the wages shall not continue for
more than 30 days....

97. At relevant times herein, Providence willfully failed to pay Ms. Kuzminova and Class
Members who have separated from Providence earned wages immediately upon discharge or within 72
hours of resignation.

98. Pursuant to Labor Code section 203(a), Ms. Kuzminova and separated Class Members
are entitled to a statutory penalty based on Ms. Kuzminova and separated Class Members' daily wage
rate starting from Ms. Kuzminova and separated Class Members' employment end date until 30 days
from Ms. Kuzminova and separated Class Members' employment end date.

99. As a direct and proximate result of the aforementioned acts and omissions, Ms.
Kuzminova and separated Class Members have sustained damages in excess of the jurisdictional
minimum of this Court, plus interest thereon at the maximum legal rate.

SEVENTH CAUSE OF ACTION

Unlawful Wage Deductions

(California Labor Code Sections 221, 223, and 224)

(By Ms. Kuzminova, Individually and on Behalf of All Class Members, Against Defendant and Does
1 Through 100)

100. Ms. Kuzminova re-alleges and incorporates by reference the allegations in the
preceding paragraphs as if fully set forth herein.

101. California Labor Code sections 221, 223, and 224 provide in pertinent part the
following:

221. It shall be unlawful for any employer to collect or receive
from an employee any part of wages theretofore paid by said
employer to said employee.

...
223. Where any statute or contract requires an employer to
maintain the designated wage scale, it shall be unlawful to secretly
pay a lower wage while purporting to pay the wage designated by
statute or by contract.

224. The provisions of Sections 221, 222 and 223 shall in no
way make it unlawful for an employer to withhold or divert any
portion of an employee's wages when the employer is required or
empowered so to do by state or federal law or when a deduction is
expressly authorized in writing by the employee to cover insurance
premiums, hospital or medical dues, or other deductions not
amounting to a rebate or deduction from the standard wage arrived
at by collective bargaining or pursuant to wage agreement or
statute, or when a deduction to cover health and welfare or pension
plan contributions is expressly authorized by a collective
bargaining or wage agreement. ...

102. At relevant times herein, Providence automatically enrolled Ms. Kuzminova and Class
Members in recurring payroll deductions, including deductions diverted to a third-party investment or
retirement program, and withheld those amounts from their wages without their informed, written
authorization.

103. Moreover, Providence's wage statements to Ms. Kuzminova and Class Members did
not clearly or accurately identify these deductions.

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104. As a direct and proximate result of the aforementioned acts and omissions, Ms. Kuzminova and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

EIGHTH CAUSE OF ACTION

**Failure to Indemnify for All Necessary Expenditures and Losses
(California Labor Code Section 2802; IWC Wage Order No. 5-2001)**

(By Ms. Kuzminova, Individually and on Behalf of All Class Members, Against Defendant and Does 1 Through 100)

105. Ms. Kuzminova re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

106. California Labor Code section 2802 provides in pertinent part the following:

2802. (a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.
...

107. Industrial Welfare Commission Wage Order No. 5-2001 section 9(B) provides in pertinent part the following:

(B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft. ...

108. At relevant times herein, Providence failed to indemnify Ms. Kuzminova and Class Members for all necessary expenditures and losses incurred in direct consequence of the discharge of Ms. Kuzminova and Class Members' duties or of Ms. Kuzminova and Class Members' obedience to Providence's directions.

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109. As a direct and proximate result of the aforementioned acts and omissions, Ms. Kuzminova and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

NINTH CAUSE OF ACTION

Unfair Competition

(California Business & Professions Code Section 17200, et seq.)

(By Ms. Kuzminova, Individually and on Behalf of All Class Members, Against Defendant and Does 1 Through 100)

110. Ms. Kuzminova re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

111. Defendants' above violations constitute unfair business practices in violation of the UCL.

112. Ms. Kuzminova and Class Members have suffered injury in fact and have lost money or property as a result of Providence's unfair business practices, and Defendants have reaped unfair benefits and illegal profits at the expense of Ms. Kuzminova and Class Members.

113. Ms. Kuzminova and Class Members are thus entitled to declaratory and equitable relief, including, but not limited to, restitution of all amounts owing to Ms. Kuzminova and Class Members.

TENTH CAUSE OF ACTION

Private Attorney General Act

(California Labor Code Section 2698, et seq.)

(By Plaintiff, Individually and on Behalf of All Aggrieved Employees and the State of California, Against Providence Health System-Southern California and Does 1 Through 100)

114. Ms. Kuzminova re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

115. This cause of action is brought by Plaintiff, as an aggrieved employee and a proxy of the State of California, pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, et seq. ("PAGA"), on behalf of herself and all other current and former non-exempt employees of Providence who suffered one or more of the Labor Code violations described herein ("Aggrieved

Employees”).

116. On or about June 19, 2026, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) and to Defendant of the specific provisions of the California Labor Code and applicable Wage Orders that Plaintiff alleges Defendant violated, as required by Labor Code section 2699.3. Plaintiff submitted notice electronically to the LWDA and served Defendant by certified mail, return receipt requested. More than 65 calendar days have elapsed since the LWDA was provided notice, the LWDA has not notified the parties that it intends to investigate the alleged violations, and Plaintiff has therefore satisfied the exhaustion requirements of Labor Code section 2699.3. Therefore, Plaintiff is authorized to, and hereby does, commence a civil action to recover civil penalties under PAGA against Defendant.

117. Defendant engaged in uniform, companywide employment practices that violated the California Labor Code and applicable Wage Orders with respect to Plaintiff and all other Aggrieved Employees. These practices were systemic, standardized, and applied throughout Defendant’s California operations. The factual bases for each violation are set forth in the preceding allegations, incorporated herein by reference, and are further described in the PAGA notice attached hereto as **Exhibit 1**, all of which are incorporated herein as if fully set forth.

118. Through the uniform policies and practices described herein, Defendant violated, and continues to violate, one or more provisions of the California Labor Code and applicable IWC Wage Orders with respect to Plaintiff and the Aggrieved Employees, including those violations alleged in the preceding causes of action, those identified in the PAGA notice attached hereto as **Exhibit 1**, and those set forth below:

- **Labor Code sections 201, 202, and 203** for Providence’s failure to pay all wages immediately upon termination or within 72 hours after notice of separation.
- **Labor Code section 204** for Providence’s failure to pay all earned wages within the time prescribed in subsections 204(a) and 204(b).
- **Labor Code section 206** for Providence’s failure to pay all undisputed wages.
- **Labor Code section 210** for Providence’s failure to pay wages as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and/or 1197.5.

- 1 • **Labor Code section 221** for Providence collecting and receiving owed wages.
- 2 • **Labor Code section 223** for Providence secretly paying non-exempt employees a wage lower
- 3 than the wage required while purporting to pay the legal or designated wage.
- 4 • **Labor Code section 224** for Providence making deductions from non-exempt employees' wages
- 5 that were not authorized by law or by the employees in writing.
- 6 • **Labor Code section 226** for Providence's failure to provide timely and accurate itemized wage
- 7 statements.
- 8 • **Labor Code section 226.3** for Providence's violation of Labor Code section 226(a).
- 9 • **Labor Code section 226.7** for Providence's failure to provide proper rest periods and failure to
- 10 provide an additional hour of pay at the regular rate of compensation in lieu of the mandated rest
- 11 period required under the Labor Code.
- 12 • **Labor Code sections 226.7 and 512** for Providence's failure to provide proper meal periods and
- 13 failure to provide an additional hour of pay at the regular rate of compensation in lieu of the
- 14 mandated meal period required under the Labor Code.
- 15 • **Labor Code sections 510 and 1194** for Providence's failure to pay overtime and double time
- 16 compensation.
- 17 • **Labor Code sections 510, 1182.12, 1194, 1194.2, 1197, and 1197.1** for Providence's failure to
- 18 pay minimum wages, including overtime and double time compensation at the minimum wage
- 19 rate.
- 20 • **Labor Code section 558** for Providence violating, or causing to be violated, a section of the
- 21 chapter of the Labor Code starting with Labor Code section 500, et seq. or any provision
- 22 regulating hours and days of work in any order of the Industrial Welfare Commission.
- 23 • **Labor Code section 558.1** for Providence violating, or causing to be violated, any provision
- 24 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
- 25 Commission, and violating, or causing to be violated, Sections 226, 226.7, 1193.6, 1194, and/or
- 26 2802.
- 27 • **Labor Code section 1174** for Providence's failure to maintain compliant employee and payroll
- 28 records.

- 1 • **Labor Code section 1174.5** for Providence’s failure to maintain required payroll records as
2 described herein.
- 3 • **Labor Code section 1197.1** for Providence paying, or causing to be paid, a wage less than the
4 minimum wage.
- 5 • **Labor Code section 1198** for Providence employing employees for longer hours than those fixed
6 by the Industrial Welfare Commission or under conditions of labor prohibited by the Industrial
7 Welfare Commission, including, but not limited to:
 - 8 ○ Wage Order No. 5-2001 (and/or other applicable Wage Orders), Section 3, requiring
9 Providence to pay overtime and double time compensation.
 - 10 ○ Wage Order No. 5-2001 (and/or other applicable Wage Orders), Section 4, requiring
11 Providence to pay minimum wages, including overtime and double time compensation at the
12 minimum wage rate.
 - 13 ○ Wage Order No. 5-2001 (and/or other applicable Wage Orders), Section 5, requiring
14 Providence to pay reporting time pay for scheduled shifts when the employee is not put to
15 work or is furnished less than half the usual or scheduled day’s work.
 - 16 ○ Wage Order No. 5-2001 (and/or other applicable Wage Orders), Section 7, requiring
17 Providence to maintain accurate information with respect to each employee, provide
18 employees with thorough and accurate itemized wage statements, and provide clocks within
19 a reasonable distance from employees’ work areas.
 - 20 ○ Wage Order No. 5-2001 (and/or other applicable Wage Orders), Section 9, requiring
21 Providence to provide and maintain the uniforms, tools, and equipment it requires its
22 employees to wear or use.
 - 23 ○ Wage Order No. 5-2001 (and/or other applicable Wage Orders), Section 11, requiring
24 Providence to provide its employees with adequate meal periods and an additional hour of
25 pay at the regular rate of compensation in lieu of the mandated meal periods.
 - 26 ○ Wage Order No. 5-2001 (and/or other applicable Wage Orders), Section 12, requiring
27 Providence to provide its employees with adequate rest periods and an additional hour of pay
28 at the regular rate of compensation in lieu of the mandated rest periods.

- 1 • **Labor Code section 1199** for Providence violating, or causing to be violated, the provisions of
- 2 the order of the Industrial Welfare Commission.
- 3 • **Labor Code section 2802** for Providence's failure to indemnify for all necessary business
- 4 expenditures or losses.

5 119. Additional investigation and formal discovery may uncover additional violations of the

6 California Labor Code and applicable Wage Orders, additional categories of harm suffered by Plaintiff

7 and the Aggrieved Employees, and other individuals who were harmed by Providence's conduct.

8 Plaintiff will amend this Complaint and the PAGA notice with additional information and theories as

9 they become known.

10 120. Plaintiff is informed and believes, and thereon alleges, that Providence's violations

11 were knowing, intentional, and willful, or in the alternative, were the result of Providence's failure to

12 implement lawful policies and practices despite being on notice of their obligations under California

13 law. Providence's violations were not the result of a good-faith dispute regarding the application of

14 any law.

15 121. As a direct and proximate result of Providence's violations, Plaintiff, the Aggrieved

16 Employees, and the State of California have been damaged in an amount to be proven at trial.

17 WHEREFORE, Ms. Kuzminova prays for judgment against Defendants as follows:

- 18 1. For compensatory damages, in an amount according to proof.
- 19 2. For all statutory and civil penalties authorized by law.
- 20 3. For all applicable penalties under Labor Code §§ 2698, et seq.
- 21 4. For restitution of all wrongfully withheld amounts and disgorgement of all ill-gotten
- 22 profits, in an amount according to proof.
- 23 5. For preliminary and permanent injunctive relief requiring Defendants to cease and
- 24 desist from further unfair competition and to bring Defendants in compliance with the aforementioned
- 25 laws.
- 26 6. For a declaratory judgment that practices complained of in this complaint are unlawful
- 27 and violate California law.
- 28

7. For attorney fees and costs pursuant to all applicable provisions of law.
8. For costs of suit incurred herein.
9. For prejudgment interest.
10. For such other relief as the court may deem proper.

Dated: August 31, 2026

STONEBROOK LAW

By: _____

JOSEPH TOJARIEH
Attorney for Plaintiff
MARIA KUZMINOVA, individually and
on behalf of all others similarly situated, and on
behalf of all aggrieved employees and the State of
California

DEMAND FOR JURY TRIAL

Ms. Kuzminova demands a trial by jury.

Dated: August 31, 2026

STONEBROOK LAW

By: _____

JOSEPH TOJARIEH
Attorney for Plaintiff
MARIA KUZMINOVA, individually and
on behalf of all others similarly situated, and on
behalf of all aggrieved employees and the State of
California

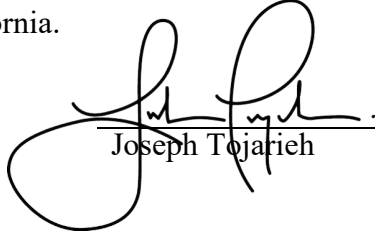
PROOF OF SERVICE

I am a resident of, or employed in, the County of Los Angeles. I am over the age of 18 and not a party to this action. My business name and address are Stonebrook Law, 10250 Constellation Boulevard, Suite 2300, Los Angeles, California 90067. My electronic service address is jft@stonebrooklaw.com.

On August 31, 2026, I served the document(s) entitled **FIRST AMENDED COMPLAINT** on the parties listed in the attached Service List by the following method(s):

- ☐ **U.S. MAIL.** By enclosing the above document(s) in a sealed envelope, with postage fully prepaid, addressed as per the attached Service List, for collection and mailing from my above business address. I am readily familiar with my firm's practice of collection and processing correspondence for mailing. Under that practice, the document is deposited with the U.S. Postal Service on the same day it is collected and processed for mailing in the ordinary course of business. (Code Civ. Proc., § 1013, subd. (a); § 1013a, subd. (3).)
- ☐ **OVERNIGHT DELIVERY.** By enclosing the above document(s) in a sealed envelope or package designated by the express service carrier, with delivery fees paid or provided for, addressed as per the attached Service List, and depositing the envelope or package in a facility regularly maintained by the express service carrier or delivering it to a courier or driver authorized by the express service carrier to receive documents. (Code Civ. Proc., § 1013, subd. (c).)
- ☐ **PERSONAL SERVICE.** By personally delivering the above document(s) to the:
 - ☐ person(s) identified on the attached Service List.
 - ☐ person(s) in charge at the office address(es) listed on the attached Service List or, if no one is in charge, leaving the document(s) in a conspicuous place in the office(s).
 - ☐ person(s) of suitable age and discretion who reside(s) at the address(es) listed on the attached Service List.
 (Code Civ. Proc., § 1011.)
- ☒ **ELECTRONIC SERVICE.** By electronically transmitting the above document(s) via:
 - ☒ electronic mail from my electronic service address listed above to the electronic service address(es) on the attached Service List.
 - ☐ an electronic filing service provider, [EFSP NAME], to the person(s) at the electronic service address(es) listed on the attached Service List. To my knowledge, the transmission was completed without error.
 (Code Civ. Proc., § 1010.6; Cal. Rules of Court, rules 2.251, 2.253, 2.255, 2.260.)

Executed on August 31, 2026 at Los Angeles, California.


Joseph Tojarieh

SERVICE LIST

NAME/CONTACT INFORMATION

METHOD(S) OF SERVICE

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