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Assigned for all purposes
Judge William D. Claster
CX-101

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

CARLA COSEY, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

MISSION HOSPITAL REGIONAL
MEDICAL CENTER; and PROVIDENCE
ST. JOSEPH HEALTH,

Defendant(s).

Case No. 30-2026-01598281-CU-OE-CXC

**COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) AND (f)
OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Carla Cosey (“Plaintiff”) on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendants Mission Hospital
5 Regional Medical Center (“Mission”) and Providence St Joseph Health (“Providence”) (collectively
6 “Defendants”) on behalf of the State of California to collect penalties as a result of Defendants’
7 systematic violations of California labor law with respect to Defendants’ non-exempt hourly
8 workers in the State of California (the “Aggrieved Employees”).

9 2. Plaintiff and Aggrieved Employees are current and former workers employed by
10 Defendants in California.

11 3. Plaintiff challenges Defendant’s policies and practices of: (1) failing to pay Plaintiff
12 and Aggrieved Employees all hours worked, including overtime wages; (2) failing to provide
13 Plaintiff and Aggrieved Employees with compliant meal and rest breaks; (3) failing to provide
14 Plaintiff and Aggrieved Employees with accurate, itemized wage statements; and (4) failing to
15 timely pay Plaintiff and Aggrieved Employees earned wages at separation.

16 4. Plaintiff, on behalf of the State of California, seeks to recover penalties, injunctive
17 relief, and reasonable attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the
18 California Labor Code Private Attorneys General Act (“PAGA”).

19 **PARTIES**

20 5. Plaintiff and Aggrieved Employees are all current and former non-exempt hourly
21 employees of Defendant in the State of California.

22 6. Plaintiff is an individual over the age of eighteen and, at all times relevant to this
23 Complaint, was a resident of the State of California.

24 7. Plaintiff worked for Defendant as a Surgical Technologist in Mission Viejo, California
25 from approximately June 26, 2022, to July 10, 2025

26 8. Plaintiff is informed, believes, and thereon alleges that Defendant Mission Hospital
27 Regional Medical Center is a California non-profit corporation with its principal place of business
28 located in Mission Viejo, California. Mission is registered to do business in the State of California

1 and does business in the State of California. Mission may be served with process by serving its
2 registered agent, CT Corporation System, 330 N. Brand Blvd., Suite 700, Glendale, California
3 91203.

4 9. Plaintiff is informed, believes, and thereon alleges that Defendant Providence St.
5 Joseph Health is a California non-profit corporation with its principal place of business located in
6 Renton, Washington. Providence is registered to do business in the State of California and does
7 business in the State of California. Providence may be served with process by serving its registered
8 agent, CT Corporation System, 330 N. Brand Blvd, Suite 700, Glendale, California 91203.

9 10. Plaintiff is informed, believes, and thereon alleges that Defendants employ and/or
10 employed Plaintiff and Aggrieved Employees because Defendants, directly or indirectly, controls
11 the employment terms, including pay practices of Plaintiff and Aggrieved Employees.

12 11. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts
13 and omissions alleged herein were performed by, and/or attributable to, Defendants, acting through
14 their agents and/or employees, and that said acts and failures to act were within the course and scope
15 of said agency, employment, and/or direction and control.

16 12. Plaintiff is informed, believes, and thereon alleges, that Defendants, in some manner,
17 intentionally, negligently, or otherwise are responsible for the acts, omissions, occurrences, and
18 transactions alleged herein.

19 13. At all material times, Defendants have done business under the laws of California,
20 have places of business in California, including in the jurisdiction of this court, and have employed
21 Aggrieved Employees in this County and elsewhere in California. Defendants are a “person” as
22 defined in Cal. Lab. Code § 18 and “employer” as that term is used in the California Labor Code,
23 the IWC Wage Orders regulating wages, hours, and working conditions, and the Cal. Bus. & Prof.
24 Code § 17201.

25 **JURISDICTION AND VENUE**

26 14. Venue is proper in this County pursuant to Cal. Code Civ. Proc. § 393 and/or § 395.5.
27 Defendants conduct business and employ Plaintiff and Aggrieved Employees in the County, and as
28 a result, the causes of action asserted arose in whole or in part in the County.

15. This Court has jurisdiction over Plaintiff's claims pursuant to the Cal. Lab. Code and the applicable IWC Wage Orders. The Court also has jurisdiction over Defendants because they are a corporation authorized to do business in the State of California, and because, in fact, do business and employ workers in the State of California.

FACTUAL ALLEGATIONS

16. Upon information and belief, Defendants are a large healthcare provider offering full inpatient and outpatient medical and surgical services.

17. Plaintiff Carla Cosey worked for Defendants as a non-exempt hourly employee from approximately June 2022 to July 2025.

18. Plaintiff was scheduled to work 12 hours in a day, 3 hours a week, but also routinely worked overtime. Plaintiff and Aggrieved Employees regularly work in excess of eight (8) hours per day and forty (40) hours per week.

19. Plaintiff is informed, believes, and thereon alleges that Defendants employ and have employed hundreds of hourly, non-exempt workers in California.

20. Aggrieved Employees perform their jobs under Defendants' supervision using materials and technology approved and supplied by Defendants.

21. Aggrieved Employees are required to follow and abide by Defendants' common work, time, and pay policies and procedures in the performance of their jobs.

22. At the end of each pay period, Aggrieved Employees receive wages from Defendants that are determined by common systems and methods that Defendants select and control.

23. Plaintiff is informed, believes, and thereon alleges that Defendants' policies and practices at all relevant times have been similar for Plaintiff and Aggrieved Employees, regardless of location in California. Upon information and belief, Aggrieved Employees also worked more than eight (8) hours per day and/or more than forty (40) hours in at least one workweek during the one year before this Complaint was filed.

24. Defendants deny Plaintiff and Aggrieved Employees proper compensation for all hours worked, including overtime wages.

25. Defendants deny Plaintiff and Aggrieved Employees proper compensation for all

1 hours worked, including overtime wages. Plaintiff and Aggrieved Employees are regularly required
2 by Defendants to perform work off-the-clock. For instance, Defendants require Plaintiff and
3 Aggrieved Employees to remain on duty and continue working during their off-the-clock meal
4 periods. Defendants require Plaintiff and Aggrieved Employees to port mobile devices at all times
5 and respond to Defendants calls and requests, including during their off-the-clock meal periods.

6 26. This time spent working while off-the-clock goes unrecorded and uncompensated. As
7 a result of these policies and/or practices, Plaintiff and Aggrieved Employees are not paid for all
8 hours worked and they do not receive straight time or overtime compensation for overtime hours in
9 violation of Cal. Lab. Code section 1194 and Wage Order 4.

10 27. Defendants fail to properly pay Plaintiff and Aggrieved Employees overtime at their
11 correct regular rate of pay because non-discretionary shift differentials are not properly factored into
12 their overtime rate of pay and meal/rest break premium pay. Defendants pay Plaintiff and Aggrieved
13 Employees shift differentials for working evening and night shifts. These shift-differentials are non-
14 discretionary and calculated according to a predetermined formula. However, Defendants do not
15 account all shift differentials earned when calculating Plaintiff and Aggrieved Employees' regular
16 rates of pay. As a result, Defendants fail to pay overtime wages and meal/rest break premiums based
17 on the regular rate of pay.

18 28. Defendants regularly deny and fail to provide Plaintiff and Aggrieved Employees
19 with compliant 30-minute uninterrupted meal periods before the end of the fifth hour of work.
20 Defendants' policies, practices, and procedures prevent Plaintiff and Aggrieved Employees from
21 taking their meal period prior to the end of their fifth hour of work. Due to business demands,
22 Plaintiff and Aggrieved Employees are not relieved for their 30-minute meal periods prior to the
23 fifth hour of work. Defendants require Plaintiff and Aggrieved Employees to clock out for their meal
24 break prior to the fifth hour of work but continue working for the benefit of Defendants. In particular,
25 Plaintiff and Aggrieved Employees must remain on Defendants' premises during meal breaks and
26 are required to carry mobile devices provided by Defendants at all times to respond to Defendants'
27 calls. These calls from Defendants are to request Plaintiff and Aggrieved Employees to meet with
28 patients or staff, open doors for laboratory patients, and assist with surgical procedures. This results

1 in the Plaintiff and Aggrieved Employees not being provided with compliant 30-minute off-duty
2 meal periods prior to their fifth hour of work. As a result, Plaintiff and Aggrieved Employees are
3 not provided duty-free, uninterrupted, and timely thirty-minute meal periods during which they
4 should be completely relieved of any duty.

5 29. Despite working over 10-hours per shift, Plaintiff and Aggrieved Employees are not
6 provided with uninterrupted, off-duty, 30-minute meal periods before the end of the tenth hour of
7 work. Plaintiff and Aggrieved Employees are not provided with the opportunity to take a second
8 meal period. Rather, Defendants schedule Plaintiff and Aggrieved Employees to work through their
9 tenth hour of work without a meal period. Defendants rely on an invalid, unenforceable meal waiver
10 that is not signed by Defendants. In addition, if Plaintiff and Aggrieved Employees attempt to take
11 a second meal period, Defendants frequently require them to remain on duty and perform work-
12 related tasks, including urgent assignments, thereby interrupting and preventing compliant second
13 meal period and require Plaintiff and Aggrieved Employees to remain on the premises and
14 responsive to their work mobile devices during breaks.

15 30. Defendants do not provide Plaintiff and Aggrieved Employees with premium pay for
16 these non-compliant meal periods.

17 31. For the same or similar reasons, Defendants also do not provide Plaintiff and
18 Aggrieved Employees with compliant rest periods for which Plaintiff and Aggrieved Employees
19 similarly did not receive premium pay.

20 32. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful policies,
21 practices, and procedures described herein are not limited to Plaintiff, but regularly apply to
22 Aggrieved Employees, who likewise experienced the same or substantially similar Labor Code
23 violations.

24 33. Defendants failure to pay for all hours worked, including overtime wages, and failure
25 to provide compliant meal and rest breaks also result in a failure to provide Aggrieved Employees,
26 including Plaintiff, accurate itemized wage statements as required by California law. The wage
27 statements Defendants provide are not accurate because they do not reflect payment for all hours
28 worked, all overtime wages earned, and all premium wages earned for non-compliant meal breaks

1 and rest breaks.

2 34. Defendants do not provide Plaintiff and Aggrieved Employees who are former
3 employees of Defendants with full payment of all wages owed upon separation from employment.
4 Defendants fail to provide Plaintiff and Aggrieved Employees with all earned wages, including
5 earned wages, overtime wages, and premium wages for missed or noncompliant meal and rest
6 periods, within the required time period. As a result, and pursuant to the California Labor Code,
7 Defendants are subject to waiting time penalties.

8 35. Plaintiff is informed, believes, and thereon allege that Defendants knew or should
9 have known that Plaintiff and Aggrieved Employees regularly do not receive timely and compliant
10 meal and rest breaks, premium pay for overtime and missed or non-compliant breaks, payment for
11 all hours worked, or accurate wage statements, and that Defendants do not timely pay all final
12 wages. Thus, Defendants' denial of wages, compliant meal and rest periods and related premium
13 pay, failure to provide complete and accurate wage statements, and failure to timely pay all final
14 wages is and/or was deliberate and willful.

15 36. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct
16 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout
17 Defendants' operations in the State of California. All violations alleged herein are continuing and
18 ongoing.

19 **FIRST CAUSE OF ACTION**
20 **Penalties Pursuant to Cal. Lab. Code § 2699**
21 **Failure to Pay All Hours Worked**
(On Behalf of the State of California and Aggrieved Employees)

22 37. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
23 herein.

24 38. Cal. Lab. Code § 2699(a) provides:

25 Notwithstanding any other provision of law, any provision of this code
26 that provides for a civil penalty to be assessed and collected by the
27 Labor and Workforce Development Agency or any of its departments,
28 divisions, commissions, boards, agencies, or employees, for a violation
of this code, may, as an alternative, be recovered through a civil action
brought by an aggrieved employee on behalf of the employee and other
current or former employees against whom a violation of the same

provision was committed pursuant to the procedures specified in Section 2699.3.

39. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for each aggrieved employee per pay period if either of the following are met:(i) Within the five years preceding the alleged violation, the agency or any court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful. (ii) The court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

40. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation."

41. Cal. Lab. Code § 204 states: "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."

42. Under Cal. Lab. Code §§ 1194, and 1197, employers are required to pay employees at least the minimum straight-time hourly wage for all hours worked, including but not limited to, time spent working during unpaid meal and/or rest periods, and any other hours employees required or permitted employees to work.

43. During the relevant time period, Defendants maintain policies and practices that result in Plaintiff and Aggrieved Employees not being paid for all hours worked.

44. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code § 204 for Defendants' failure to pay straight time wages in the amounts set forth in Cal. Lab. Code § 210.

45. Alternatively, Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 204, 1194, 1197, 1197.1, and IWC Wage Order 4-2001, and any other

violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a), for Defendants' failure to pay straight time wages.

46. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 10, 2026, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to file this claim. On this same date, Plaintiff mailed Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

47. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

48. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

49. Wherefore, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION
Penalties Pursuant to Cal. Lab. Code § 2699
Failure to Pay Overtime Premiums
(On Behalf of the State of California and Aggrieved Employees)

50. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

51. Cal. Lab. Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3.

52. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . 9 . (2) If, at the time of the alleged

violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for each aggrieved employee per pay period if either of the following are met:(i) Within the five years preceding the alleged violation, the agency or any court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful. (ii) The court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

53. Cal. Lab. Code § 510 provides, in relevant part:

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. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

54. Plaintiff and Aggrieved Employees work overtime hours for Defendants without being paid all wages and overtime premiums in violation of the Cal. Lab. Code, the applicable IWC Wage Orders, and other applicable law.

55. Defendants regularly require Plaintiff and Aggrieved Employees to work overtime including during meal periods. Defendants regularly require Plaintiff and Aggrieved Employees to work overtime but fails to properly calculate and pay overtime wages by excluding all shift differentials when determining what the overtime rates should be for Plaintiff and Aggrieved Employees.

56. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code § 510 for Defendants' failure to pay overtime wages in the amounts set forth in Cal. Lab. Code § 558.

57. Alternatively, to the extent that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and an Aggrieved Employees were aggrieved, in the amounts

1 established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code §
2 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions
3 including, but not limited to, Cal. Lab. Code §§ 510 1194, 1198, IWC Wage Order 4-2001, and any
4 other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

5 58. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 10, 2026, Plaintiff
6 provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to
7 file this claim. On this same date, Plaintiff mailed Defendants a copy of such notice via certified
8 mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff
9 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
10 Code § 2699.3(a).

11 59. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
12 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

13 60. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
14 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’
15 fees and costs as set forth below.

16 61. Wherefore, Plaintiff requests relief as hereinafter provided.

17 **THIRD CAUSE OF ACTION**
18 **Penalties Pursuant to Cal. Lab. Code § 2699**
19 **Failure to Provide Meal Periods**
(On Behalf of the State of California and Aggrieved Employees)

20 62. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
21 herein.

22 63. Cal. Lab. Code § 2699(a) provides:

23 Notwithstanding any other provision of law, any provision of this code
24 that provides for a civil penalty to be assessed and collected by the
25 Labor and Workforce Development Agency or any of its departments,
26 divisions, commissions, boards, agencies, or employees, for a violation
27 of this code, may, as an alternative, be recovered through a civil action
28 brought by an aggrieved employee on behalf of the employee and other
current or former employees against whom a violation of the same
provision was committed pursuant to the procedures specified in
Section 2699.3.

64. Cal. Lab. Code § 2699(f) provides;₁₁

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for each aggrieved employee per pay period if either of the following are met: (i) Within the five years preceding the alleged violation, the agency or any court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful. (ii) The court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

65. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation."

66. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendants to authorize, permit, and/or make available timely and compliant meal periods to their employees. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing an employee for more than five (5) hours without a meal period of not less than thirty (30) minutes, and from employing an employee more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes.

67. Despite these requirements, Defendants knowingly and willfully refuse to perform their obligation to provide or make available to Plaintiff and Aggrieved Employees the ability to take the off-duty meal periods to which they are entitled.

68. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code § 226.7 for Defendants' failure to timely pay premium wages in the amounts set forth in Cal. Lab. Code § 210.

69. Alternatively, to the extent that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 4-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

1 70. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 10, 2026, Plaintiff
2 provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed
3 Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed
4 without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence
5 this civil action in compliance with Cal. Lab. Code § 2699.3(a).

6 71. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
7 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1). Plaintiff also seeks injunctive
8 relief to prohibit Defendants from requiring Aggrieved Employees to enter into invalid,
9 unenforceable meal period waivers and relying on same.

10 72. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
11 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
12 fees and costs as set forth below.

13 73. Wherefore, Plaintiff requests relief as hereinafter provided.

14 **FOURTH CAUSE OF ACTION**
15 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**
16 **Failure to Provide Rest Periods**
 (On Behalf of the State of California and Aggrieved Employees)

17 74. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
18 herein.

19 75. Cal. Lab. Code § 2699(a) provides:

20 Notwithstanding any other provision of law, any provision of this code
21 that provides for a civil penalty to be assessed and collected by the
22 Labor and Workforce Development Agency or any of its departments,
23 divisions, commissions, boards, agencies, or employees, for a violation
24 of this code, may, as an alternative, be recovered through a civil action
 brought by an aggrieved employee on behalf of the employee and other
 current or former employees against whom a violation of the same
 provision was committed pursuant to the procedures specified in
 Section 2699.3.

25 76. Cal. Lab. Code § 2699(f) provides:

26 For all provisions of this code except those for which a civil penalty is
27 specifically provided, there is established a civil penalty for a violation
28 of these provisions, as follows: . . . (2) If, at the time of the alleged
 violation, the person employs one or more employees, the civil penalty
 is one hundred dollars (\$100) for each aggrieved employee per pay

period. . . (B) The civil penalty is two hundred dollars (\$200) for each aggrieved employee per pay period if either of the following are met:(i) Within the five years preceding the alleged violation, the agency or any court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful. (ii) The court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

77. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation.”

78. Cal. Lab. Code §§ 226.7 and the applicable Wage Order require employers to authorize and permit non-exempt workers to take ten minutes of net rest time per four (4) hours or major fraction thereof of work, and to pay non-exempt workers their full wages during those rest periods.

79. Under Cal. Lab. Code § 226.7(b) an employer must pay an employee denied a required rest period is required to pay one hour of pay at the employee's regular rate of compensation for each workday that the rest period was not authorized and permitted and/or not made available.

80. Despite these requirements, Defendants knowingly and willfully refuses to perform their obligation to provide or make available to Plaintiff and Aggrieved Employees the ability to take the rest breaks to which they are entitled. Plaintiff and Aggrieved Employees are unable to take compliant rest periods because Defendants do not allow Plaintiff and Aggrieved Employees to take rest periods due to workload demands that required Plaintiff and Aggrieved Employees to continue assisting Defendants' patients, coworkers, and attending to Defendants' calls and supervisor calls. When Plaintiff attempts to take a rest period, such rest periods were interrupted or cut short for her to continue assisting patients and/or employees of the Defendants.

81. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code § 226.7 for Defendants' failure to timely pay premium wages in the amounts set forth in Cal. Lab. Code § 210.

82. Alternatively, to the extent that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f)

1 for each pay period in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts
2 established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code §
3 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions
4 including, but not limited to, Cal. Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 4-2001, and
5 any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

6 83. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 10, 2026, Plaintiff
7 provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed
8 Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed
9 without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence
10 this civil action in compliance with Cal. Lab. Code § 2699.3(a).

11 84. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
12 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

13 85. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
14 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
15 fees and costs as set forth below.

16 86. Wherefore, Plaintiff requests relief as hereinafter provided.

17 **FIFTH CAUSE OF ACTION**
18 **Penalties Pursuant to Cal. Lab. Code § 2699**
19 **Failure to Provide True and Accurate Itemized Wage Statements**
(On Behalf of the State of California and Aggrieved Employees)

20 87. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
21 herein.

22 88. Cal. Lab. Code § 2699(a) provides:

23 Notwithstanding any other provision of law, any provision of this code
24 that provides for a civil penalty to be assessed and collected by the
25 Labor and Workforce Development Agency or any of its departments,
26 divisions, commissions, boards, agencies, or employees, for a violation
27 of this code, may, as an alternative, be recovered through a civil action
brought by an aggrieved employee on behalf of the employee and to
other current or former employees against whom a violation of the
same provision was committed pursuant to the procedures specified in
Section 2699.3.

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1 89. Cal. Lab. Code § 226(a) provides:

2 An employer, semimonthly or at the time of each payment of wages,
3 shall furnish to their employee, either as a detachable part of the check,
4 draft, or voucher paying the employee's wages, or separately if wages
5 are paid by personal check or cash, an accurate itemized statement in
6 writing showing (1) gross wages earned, (2) total hours worked by the
7 employee, except as provided in subdivision (j), (3) the number of
8 piece-rate units earned and any applicable piece rate if the employee is
9 paid on a piece-rate basis, (4) all deductions, provided that all
10 deductions made on written orders of the employee may be aggregated
11 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 their 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, if
the employer is a farm labor contractor, as defined in subdivision (b)
of Section 1682, the name and address of the legal entity that secured
the services of 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...

12 90. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

13 An employee suffering injury as a result of a knowing and intentional
14 failure by an employer to comply with subdivision (a) is entitled to
15 recover the greater of all actual damages or fifty dollars (\$50) for the
16 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.

17 91. Cal. Lab. Code § 226.3 provides:

18 Any employer who violates subdivision (a) of Section 226 shall be
19 subject to a civil penalty in the amount of two hundred fifty dollars
20 (\$250) per employee per violation in an initial citation and one
21 thousand dollars (\$1,000) per employee for each violation in a
22 subsequent citation, for which the employer fails to provide the
employee a wage deduction statement or fails to keep the records
required in subdivision (a) of Section 226. The civil penalties provided
for in this section are in addition to any other penalty provided by law.

23 92. Cal. Lab. Code § 226 also requires employers to keep records required to be
24 maintained under § 226(a) for at least three (3) years.

25 93. Cal. Lab. Code § 1174(d) provides, in relevant part:

26 [Employers shall] [k]eep, at a central location in the state or at the
27 plants or establishments at which employees are employed, payroll
28 records showing the hours worked daily by and the wages paid to, and
the number of piece-rate units earned by and any applicable piece rate
paid to, employees employed at the respective plants or establishments.

These records shall be kept in accordance with rules established for this purpose by the commission...

94. Cal. Lab. Code § 1174.5 provides, in relevant part:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

95. IWC Wage Order 4-2001, Section 7, provides, in relevant part:

(A) Every employer shall keep accurate information with respect to each employee including the following:

(3) ... Time records showing when the employee begins and ends each work period....

(4) Total wages paid each payroll period...

(5) Total hours worked during the payroll period and applicable rates of pay...

(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. (See Labor Code Section 226.) This information shall be furnished either separately or as a detachable part of the check, draft, or voucher paying the employee's wages....

96. Defendants do not provide timely, accurate, itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Cal. Lab. Code § 226(a) and 1174, and the IWC Wage Orders. The wage statements Defendants provide their employees, including Plaintiff and Aggrieved Employees, do not accurately reflect payment for all hours worked, including overtime wages, and meal/rest period premium payments.

97. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for each pay period in which Plaintiff and an Aggrieved Employees were aggrieved, in the amounts established by those sections, including but not limited to penalties under Cal. Lab. Code §§ 226.3, 226(e)(1), and 1174.5. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved Employees for each failure by Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a).

1 Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
2 Defendants, alleged above, to maintain records in compliance with Cal. Lab. Code §§ 226 and 1174
3 and IWC Wage Order 4-2001.

4 98. Alternatively, to the extent that any violation alleged herein does not carry penalties
5 under Cal. Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f)
6 for each pay period in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts
7 established by Cal. Lab. Code § 2699(f).

8 99. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 10, 2026, Plaintiff
9 provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed
10 Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed
11 without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence
12 this civil action in compliance with Cal. Lab. Code § 2699.3(a).

13 100. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
14 Employees, and herself as set forth in Cal. Lab. Code § 2699.

15 101. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
16 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
17 fees and costs as set forth below.

18 102. Wherefore, Plaintiff requests relief as hereinafter provided.

19 **SIXTH CAUSE OF ACTION**
20 **Penalties Pursuant to Cal. Lab. Code § 2699**
21 **Waiting Time Penalties**
(On Behalf of the State of California and Aggrieved Employees)

22 103. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
23 herein.

24 104. Cal. Lab. Code § 2699(a) provides:

25 Notwithstanding any other provision of law, any provision of this code
26 that provides for a civil penalty to be assessed and collected by the
27 Labor and Workforce Development Agency or any of its departments,
28 divisions, commissions, boards, agencies, or employees, for a violation
of this code, may, as an alternative, be recovered through a civil action
brought by an aggrieved employee on behalf of the employee and to

1 other current or former employees against whom a violation of the
2 same provision was committed pursuant to the procedures specified in
3 Section 2699.3.

4 105. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned
5 and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours
6 after he or she quits, at the latest.

7 106. Cal. Lab. Code § 203 provides, in relevant part:

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

14 107. Cal. Lab. Code § 226(a) provides:

15 Every employer shall, semimonthly or at the time of each payment of
16 wages, furnish each of his or her employees, either as a detachable part
17 of the check, draft, or voucher paying the employee's wages, or
18 separately when wages are paid by personal check or cash, an accurate
19 itemized statement in writing showing (1) gross wages earned, (2) total
20 hours worked by the employee, except for any employee whose
21 compensation is solely based on a salary and who is exempt from
22 payment of overtime under subdivision (a) of Section 515 or any
23 applicable order of the Industrial Welfare Commission, (3) the number
24 of piece-rate units earned and any applicable piece-rate if the employee
25 is paid on a piece-rate basis, (4) all deductions, provided that all
26 deductions made on written orders of the employee may be aggregated
27 and shown as one item, (5) net wages earned, (6) the inclusive dates of
28 the period for which the employee is paid, (7) the name of the employee
and his or her 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.

108. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

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.

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109. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

110. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendants to timely pay all wages owed to Plaintiff and Aggrieved Employees in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§ 203 and 256.

111. Alternatively, to the extent that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by Cal. Lab. Code § 2699(f).

112. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 10, 2026, Plaintiff provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

113. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Cal. Lab. Code § 2699.

114. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

115. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

- a. For the Court to declare, adjudge, and decree that Defendants have violated the Cal. Lab. Code as alleged herein;

- 1 b. For an order awarding the State of California, Plaintiff, and Aggrieved Employees
2 civil penalties provided under the PAGA;
3 c. For injunctive relief, prohibiting Defendants from continuing its policies and
4 practices determined to be violations of the Cal. Lab. Code;
5 d. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code §
6 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
7 e. For all costs of suit; and
8 f. For such other and further relief as this Court deems just and proper.
9

10 Dated: September 15, 2026

Respectfully Submitted,

11
12 

13 Carolyn H. Cottrell
14 Esther L. Bylsma
15 Helen M. You
SCHNEIDER WALLACE
COTTRELL KIM LLP

16 *Attorneys for Plaintiff and the putative Class*
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Dated: September 15, 2026

Respectfully Submitted,



Carolyn H. Cottrell

Esther L. Bylsma

Helen M. You

SCHNEIDER WALLACE

COTTRELL KIM LLP

Attorneys for Plaintiff and the putative Class