

02/11/2026

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

OLIVIA PASS, and HADIZA JIMADA, as
individuals, and on behalf of all employees
similarly situated,

Plaintiffs,

v.

DEL AMO HOSPITAL, INC., a California
Corporation; UHS OF DELAWARE, INC., a
Delaware corporation; DEL AMO
BEHAVIORAL HEALTH SYSTEM, an
unknown business entity; DEL AMO
BEHAVIORAL HEALTH SYSTEM OF
CALIFORNIA, an unknown business entity
and DOES 1 through 50, inclusive,

Defendants.

Case No. 24STCV03085

SECOND AMENDED COMPLAINT

1. Civil Penalties Under PAGA [Cal.
Lab. Code § 2699, et seq.]

DEMAND FOR JURY TRIAL

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1 Plaintiffs OLIVIA PASS and HADIZA JIMADA (hereinafter referred to as “Plaintiffs”)
2 on behalf of themselves and all others similarly situated, and as representatives of the State of
3 California and the Labor and Workforce Development Agency (“LWDA”), based upon facts that
4 either have evidentiary support or are likely to have evidentiary support after a reasonable
5 opportunity for further investigation and discovery, complain and allege as follows:

6 **INTRODUCTION**

7 1. Plaintiffs bring this action against Defendants DEL AMO HOSPITAL, INC.,
8 UHS OF DELAWARE, INC., DEL AMO BEHAVIORAL HEALTH SYSTEM, DEL AMO
9 BEHAVIORAL HEALTH SYSTEM OF CALIFORNIA (“Defendants”) for civil penalties under
10 the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”)
11 stemming from Defendants’ failure to pay all wages, including minimum, regular and overtime
12 wages and sick pay; failure to provide meal periods or compensation in lieu thereof at the regular
13 rate of pay; failure to provide rest periods or compensation in lieu thereof at the regular rate of
14 pay; failure to provide recovery periods or compensation in lieu thereof at the regular rate of pay;
15 failure to maintain accurate records of hours worked and meal periods taken or missed/failure to
16 produce employee records upon request; failure to provide accurate itemized wage statements
17 upon payment of wages; failure to reimburse for necessary business expenses; failure to furnish a
18 day of rest within seven; failure to timely pay wages during employment and upon termination
19 including for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7,
20 245-249 , 510, 512(a), 551, 552, 558, 1174(d), 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
21 and 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-
22 2001 and 5-2001.

23 2. All California current and former non-exempt employees during the relevant
24 statutes of limitations who are or were harmed by Defendants’ illegal practices are
25 “Aggrieved Employees.”

26 3. Plaintiffs bring this representative action seeking monetary relief against
27 Defendants on behalf of themselves and Aggrieved Employees to recover, among other things,
28 penalties, attorneys’ fees, and costs pursuant to Labor Code Sections 2698, *et seq.*

1 4. On information and belief, Defendants were on actual and constructive notice of
2 the improprieties alleged herein and intentionally refused to rectify their unlawful policies.
3 Defendants' violations, as alleged above, during all relevant times herein were willful and
4 deliberate.

5 5. At all relevant times, Defendants were and are legally responsible for all of the
6 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
7 foregoing paragraphs as the employer of Plaintiffs and Aggrieved Employees. Further,
8 Defendants are responsible for each of the unlawful acts or omissions complained of herein
9 under the doctrine of "respondeat superior".

10 **JURISDICTION AND VENUE**

11 6. Venue is proper in this judicial district and in the County of Los Angeles,
12 California because Defendants maintained their location and/or transacted business in this county,
13 the obligations and liability arise in this county, and work was performed by members of the
14 proposed group of Aggrieved Employees made the subject of this action in this county.

15 7. The wages, statutory penalties, monetary damages and restitution sought by
16 Plaintiffs exceed the minimal jurisdictional limits of the Superior Court and will be established
17 according to proof at trial. This Court has jurisdiction over this action pursuant to the California
18 Constitution, article VI, Section 10. The statutes under which this action is brought do not specify
19 any other basis for jurisdiction.

20 8. The California Superior Court has jurisdiction in the matter because the individual
21 claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional threshold for
22 Federal Court and, upon information and belief, Plaintiffs and Defendants are residents of,
23 domiciled in, or otherwise subject to jurisdiction in the State of California. Further, there is no
24 federal question at issue as the issues herein are based solely on California statutes and law
25 including the Labor Code, Industrial Welfare Commission ("IWC") Wage Orders, the Code of
26 Civil Procedure, the Rules of Court, and the Business and Professions Code.

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THE PARTIES

A. Plaintiffs

9. Plaintiffs, at all relevant times herein, were Defendants' employees and were entitled to compensation for all hours worked, including regular time and overtime compensation, and penalties from Defendants. Plaintiffs were employed by Defendants as non-exempt, hourly paid employees during the Statutory Period, going back one year from the earliest LWDA letter filed by Plaintiffs ("Statutory period"). Specifically, Plaintiff Olivia Pass worked as a mental health technician from November 10, 2022 to November 3, 2023, primarily in Los Angeles County. Plaintiff Hadiza Jimada worked as a registered nurse from March 29, 2021 to November 2, 2023, primarily in Los Angeles County. Each of the Aggrieved Employees are identifiable, current and/or former similarly situated persons who were employed in non-exempt hourly positions in California by Defendants during the Statutory period.

B. Defendants

10. Defendant UHS OF DELAWARE, INC. at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

11. Defendant DEL AMO HOSPITAL, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

12. Defendant DEL AMO BEHAVIORAL HEALTH SYSTEM, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

13. Defendant DEL AMO BEHAVIORAL HEALTH SYSTEM OF CALIFORNIA, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

14. At all relevant times, Defendants UHS OF DELAWARE, INC., DEL AMO

1 HOSPITAL, INC., DEL AMO BEHAVIORAL HEALTH SYSTEM, and DEL AMO
2 BEHAVIORAL HEALTH SYSTEM OF CALIFORNIA were the “employer” of Plaintiff
3 within the meaning of all applicable California laws and statutes.

4 15. Defendants UHS OF DELAWARE, INC., DEL AMO HOSPITAL, INC., DEL
5 AMO BEHAVIORAL HEALTH SYSTEM, DEL AMO BEHAVIORAL HEALTH SYSTEM
6 OF CALIFORNIA, and DOES 1 through 100 will hereinafter collectively be referred to as
7 “Defendants.”

8 16. Plaintiffs are ignorant of the true names, capacities, relationships and extent of
9 participation in the conduct herein alleged of the Defendants sued herein as DOES 1 through 50,
10 inclusive, but on information and belief alleges that these Defendants are legally responsible for
11 the payment of overtime compensation, rest and meal period compensation, and wages to
12 Plaintiffs and Aggrieved Employees by virtue of their unlawful practices, and therefore sues
13 these Defendants by such fictitious names. Plaintiffs will amend this complaint to allege the
14 true names and capacities of each DOE Defendants when ascertained.

15 17. Plaintiffs are informed and believe, and based thereon allege, that each Defendants
16 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
17 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants
18 are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as
19 the employer of Plaintiffs and Aggrieved Employees.

20 18. Plaintiffs are informed and believe, and based thereon allege, that each Defendants
21 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
22 managing agent, and/or principal of the Defendants, and in performing the actions mentioned
23 below was acting, at least in part, within the course and scope of that authority as such agent,
24 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
25 permission and consent of the Defendants. Plaintiffs also allege the acts of each Defendants are
26 legally attributable to the other Defendants.

1 19. Plaintiffs are informed and believe, and based thereon allege, that each of the
2 Defendants sued herein was, at all times relevant hereto, the employer, owner, shareholder,
3 principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing
4 agent, joint employer and/or alter-ego of the remaining Defendants, and was acting, at least in
5 part, within the course and scope of such employment and agency, with the express and implied
6 permission, consent, and knowledge, approval and/or ratification of the other Defendants.

7 **ADMINISTRATIVE PREREQUISITE**

8 20. On February 5, 2024 and December 8, 2025, prior to filing this complaint, Plaintiff
9 Olivia Pass gave written notice by electronically filing the notice with the Labor Workforce
10 Development Agency (“LWDA”) (LWDA Case No. LWDA1009275-24) and by certified mail
11 to Defendants of the specified provisions alleged to have been violated, including the facts and
12 theories to support the alleged violations as required by Labor Code Section 2699.3. On February
13 9, 2024, prior to filing this complaint, Plaintiff Hadiza Jimada gave written notice by
14 electronically filing the notice with the Labor Workforce Development Agency (“LWDA”)
15 (LWDA Case No. LWDA 1010311-24) and by certified mail to Defendants of the specified
16 provisions alleged to have been violated, including the facts and theories to support the alleged
17 violations as required by Labor Code Section 2699.3.

18 21. True and correct copies of Plaintiffs’ letters sent to the LWDA dated February 5,
19 2024, February 9, 2024 and December 8, 2025, are attached hereto as “**Exhibit A**”. As of the
20 filing of this complaint, LWDA has not responded to the written notice.

21 22. Under Labor Code Section 2699.3 subsection (a), a Plaintiffs may bring a cause
22 of action under PAGA only after giving notice to the Labor Workforce Development Agency
23 (“LWDA”) and the employer of the Labor Code Sections alleged to have been violated, and
24 after receiving notice from the LWDA of its intention not to investigate, or after 65 days have
25 passed without notice.

26 23. More than sixty-five (65) days have passed without notice from the LWDA.
27 Accordingly, all administrative prerequisites for filing this action have been fulfilled.

28 / / /

GENERAL ALLEGATIONS

24. Plaintiff Olivia Pass worked as a mental health technician from November 10, 2022 to November 3, 2023. Plaintiff Hadiza Jimada worked as a registered nurse from March 29, 2021 to November 2, 2023.

25. Defendants hired Plaintiffs and Aggrieved Employees, and failed to compensate them for all hours worked, missed meal periods or rest breaks.

26. Defendants had the authority to hire and terminate Plaintiffs and Aggrieved Employees, to set work rules and conditions governing Plaintiffs' and Aggrieved Employees' employment, and to supervise their daily employment activities.

27. Defendants directly hired and paid wages and benefits to Plaintiffs and Aggrieved Employees.

28. Plaintiffs and Aggrieved Employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

29. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, inter alia, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law.

30. Labor Code Section 1194 provides that notwithstanding any agreement to work for a lesser wage, an employee receiving less than the legal overtime compensation is entitled to recover in a civil action the unpaid balance of his or her overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

31. Labor Code Section 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as regular paydays. Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the

1 following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall
2 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
3 the wages are paid not more than seven calendar days following the close of the payroll period.
4 Plaintiffs and Aggrieved Employees were also entitled to be paid twice a month at their regular
5 rates, including all meal period premium wages owed, rest period premium wages owed, and
6 wages owed for hours worked. Defendants systematically failed and refused to pay the
7 employees all wages due, and failed to pay those wages twice a month, in that employees were
8 not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods
9 not authorized and permitted by Defendants, and all wages for all hours worked.

10 32. During all, or a portion of the Statutory period, Plaintiffs and Aggrieved
11 Employees were employed by Defendants in the State of California.

12 33. Plaintiffs and Aggrieved Employees were non-exempt employees covered under
13 one or more IWC Wage Order(s), and Labor Code Section 510, and/or other applicable Wage
14 Orders, regulations and statutes, and each Aggrieved Employee was not subject to an exemption
15 for executive, administrative or professional employees, which imposed obligations on the part
16 of Defendants to pay Plaintiffs and Aggrieved Employees lawful overtime compensation.

17 34. Plaintiffs and Aggrieved Employees were covered by one or more IWC Wage
18 Order(s), and Labor Code Section 226.7 and other applicable Wage Orders, regulations and
19 statutes which imposed an obligation on the part of Defendants to pay Plaintiffs and Aggrieved
20 Employees rest and meal period compensation.

21 35. During the Statutory period, Defendants were obligated to pay Plaintiffs and
22 Aggrieved Employees overtime compensation for all hours worked in excess of eight (8) hours
23 of work in one (1) day or forty (40) hours in one (1) week and double-time compensation for
24 hours worked in excess of twelve (12) in one (1) day. However, often times Plaintiffs and
25 Aggrieved Employees were required to work overtime in excess of eight (8) hours per workday
26 and in excess of forty (40) hours per workweek but were not paid at the proper overtime rate of
27 pay.
28

1 36. During the Statutory period, Defendants were obligated to pay Plaintiffs and
2 Aggrieved Employees for all hours worked. However, Defendants failed to pay Plaintiffs and
3 Aggrieved Employees for all hours worked at the legally mandated wage rates, including
4 regular wages and overtime wages. During the Statutory period, Plaintiffs and Aggrieved
5 Employees received additional remuneration in the form of shift differentials and bonuses.
6 However, Defendants has not compensated Plaintiffs and Aggrieved Employees at the proper
7 overtime and sick pay rate. Defendants did not include the additional remuneration paid to
8 Plaintiffs and Aggrieved Employees in the regular rate of pay for purposes of calculating
9 overtime rate of pay and sick pay. During the Statutory period, Defendants also maintained a
10 policy and practice of requiring Plaintiffs and Aggrieved Employees to perform work “off-the-
11 clock”. Defendants regularly required Plaintiffs and Aggrieved Employees to arrive early to
12 stay in line to clock in to work in order not to be late for the scheduled shift start time but did
13 not compensate for that time. In maintaining a practice of not paying all wages owed,
14 Defendants failed to maintain accurate records of the hours Plaintiffs and Aggrieved
15 Employees worked. In doing so, Defendants also failed to maintain accurate records of the
16 hours Plaintiffs and Aggrieved Employees worked.
17

18 37. During the Statutory period, Defendants were obligated to provide Plaintiffs and
19 Aggrieved Employees with a work-free meal period within the first five (5) hours of a shift no
20 later than the start of sixth hour of work in a workday, and to allow employees to take their
21 second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in
22 the workday. Here, Defendants wrongfully failed to provide Plaintiffs and Aggrieved
23 Employees with legally compliant meal periods. Defendants regularly required Plaintiffs and
24 Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-
25 minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or
26 without compensating Plaintiffs and Aggrieved Employees for meal periods that were not
27 provided by the end of the fifth hour of work or tenth hour of work. Plaintiffs and Aggrieved
28 Employees would often times miss or have late, interrupted or short meal periods. Plaintiffs and

Aggrieved Employees were regularly required to interrupt their meal periods and continue working as Defendants was understaffed. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiffs and Aggrieved Employees in compliance with California law.

38. Additionally, Defendants were obligated to provide Plaintiffs and Aggrieved Employees with a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each day. Defendants, however, wrongfully failed to authorize and permit Plaintiffs and Aggrieved Employees to take timely and duty-free rest periods. Defendants regularly required Plaintiffs and Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiffs and Aggrieved Employees for rest periods that were not authorized or permitted. Plaintiffs and Aggrieved Employees have almost never been authorized or taken their first, second or third rest periods as Defendants was understaffed and did not have coverage for employees to take their rest periods. Defendants also wrongfully instructed Plaintiffs and Aggrieved Employees to ask permission from their supervisors every time they wanted to take a rest period. Accordingly, Defendants' policy and practice was for Plaintiffs and Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

39. Furthermore, Defendants failed and/or refused to pay Plaintiffs and Aggrieved Employees one (1) hour's pay at the employees' regular rate of pay as premium compensation for Defendants' failure to provide lawful thirty (30) minute, off-duty meal periods and failure to provide lawful ten (10) minute rest periods within the statutory time frames.

40. Defendants also failed to indemnify Plaintiffs and Aggrieved Employees all necessary expenditures incurred in direct discharge of their duties without reimbursement. During the Statutory period, Plaintiffs and Aggrieved Employees were required to purchase a uniform but were not reimbursed for the uniform. Plaintiffs and Aggrieved Employees would also use their personal cell phones to regularly check their schedules but were not compensated

1 for personal cell phone usage. Plaintiffs and Aggrieved Employees incurred these substantial
2 expenses as a direct result of performing their job duties for Defendants, and Defendants has
3 failed to indemnify Plaintiffs and Aggrieved Employees for these employment-related expenses.

4 41. Throughout the relevant time period, Defendants failed to provide correct paid sick
5 leave to Plaintiffs and Aggrieved Employees. Defendants improperly calculated the sick leave
6 accrual and the sick leave rate of pay owed to Plaintiffs and Aggrieved Employees by failing to
7 base the accrued sick leave hours on the correct number of hours worked (as a result of the
8 rounding/automatic deduction policies and practices for meal periods and/or shift start and end
9 times/other required off-the-clock work including but not limited to work completed during
10 unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-
11 discretionary remuneration, including but not limited to, non-discretionary bonuses and/or other
12 non-discretionary compensation into the sick leave pay rate calculation).

13 42. Labor Code Section 246 (i) requires employers to provide an employee with
14 written notice that sets forth the amount of paid sick leave available.

15 43. Upon information and belief, Defendants failed and continue to fail to comply with
16 Labor Code Section 246, by failing to provide Plaintiffs and Aggrieved Employees with the
17 correct amount of paid sick leave available, or paid time off leave an employer provides in lieu
18 of sick leave, at the time it pays wages.

19 44. Based on information and belief, Defendants failed to maintain accurate records
20 of used sick leave and the balance of paid sick leave left to Aggrieved Employees throughout
21 the relevant time period.

22 45. Based on information and belief, throughout the relevant period, Defendants failed
23 to provide correct notice of sick leave amount balance left for Plaintiffs and Aggrieved
24 Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure,
25 Plaintiffs and Aggrieved Employees would have used their paid sick leave at least prior to their
26 respective separations, for as on several occasions thereafter, he or she would have been entitled
27 to use the banked sick leave and earn appropriate compensation.
28

1 46. This illegal retention of paid sick leave is unlawful, and Plaintiffs seek all forms
2 of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf
3 of Plaintiffs and Aggrieved employees.

4 47. In violation of Labor Code Section 247.5, Defendants failed to maintain accurate
5 records documenting the hours worked and paid sick days accrued and used by Plaintiff and the
6 Aggrieved Employees, permitting the presumption that Plaintiffs and Aggrieved Employees
7 were entitled to the maximum number of hours accruable under this article

8 48. Plaintiffs request all appropriate relief under the PAGA and these statutes,
9 including but not limited to the restitution of earned paid sick leave that could have been used,
10 but was not due to Defendants' sole failure to institute such a paid sick leave entitlement or paid
11 sick leave bank as required by California law.

12 49. Accordingly, Plaintiffs and Aggrieved Employees are entitled to injunctive relief,
13 attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests
14 all relief pursuant to the aforementioned code provisions, including violations of Labor Code
15 Sections 245-249 which incorporate the paid sick leave requirements.

16 50. California Labor Code Sections 551 and 552 require that every person employed
17 in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer
18 of labor shall cause his employees to work more than six days in a workweek, and that an
19 employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved
20 employee per pay period for the initial violation and one hundred dollars (\$100) for each
21 aggrieved employee per pay period for each subsequent violation. During the relevant time
22 period, Plaintiffs and Aggrieved Employees were required to regularly and/or consistently work
23 in excess of six (6) days in a workweek. During the relevant time period, Plaintiffs and Aggrieved
24 Employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in
25 any one (1) day thereof, during workweeks in which they were required to work in excess of six
26 (6) days. During the relevant time period, Plaintiffs and Aggrieved Employees were required to
27 work in excess of six (6) days in a workweek without accumulating or being provided the
28 opportunity to take at least one (1) day of rest, and when Plaintiffs and Aggrieved Employees

1 accumulated days of rest, they were not actually provided the opportunity to take the equivalent
2 of one (1) day's rest in seven (7) during each calendar month.

3 51. Defendants continue to employ non-exempt, hourly-paid employees within
4 California.

5 52. Plaintiffs and Aggrieved Employees primarily performed non-exempt work, often
6 in excess of the maximum regular rate hours set forth in the applicable IWC Wage Order(s),
7 regulations or statutes, and therefore entitled the Plaintiffs and Aggrieved Employees to overtime
8 compensation at the rate of one and a half times their regular rate of pay and, when applicable,
9 double time compensation as set forth by the applicable IWC Wage Order(s), regulations and/or
10 statutes.

11 53. During the Statutory period, Defendants required Plaintiffs and Aggrieved
12 Employees to work regular hours, off the clock hours, and overtime hours without lawful
13 compensation in violation of the applicable IWC Wage Order(s), regulations and statutes, and
14 Defendants: (1) willfully failed and refused, and continue to fail and refuse to pay compensation
15 for all hours worked, including lawful regular time and overtime compensation, to Aggrieved
16 Employees; and (2) willfully failed and refused, and continue to fail and refuse to pay due and
17 owing wages promptly upon termination of employment to Plaintiffs and affected Aggrieved
18 Employees.

19 54. Aggrieved Employees who ended their employment with Defendants during the
20 Statutory period but were not paid the above due compensation for all hours worked timely upon
21 the termination of their employment as required by Labor Code Sections 201, 202, and 203 are
22 entitled to penalties as provided by Labor Code Section 203.

23 55. During the Statutory period, Defendants failed to furnish Plaintiffs and Aggrieved
24 Employees with accurate, itemized wage statements showing all applicable hourly rates, and
25 all gross and net wages earned (including correct hours worked, correct wages earned for hours
26 worked, correct overtime hours worked, correct wages for meal periods that were not provided
27 in accordance with California law, correct wages for rest periods that were not authorized and
28

permitted to take in accordance with California law). As a result of these violations of California Labor Code § 226(a), Plaintiffs and Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e), including actual damages.

56. Defendants knew or should have known that Plaintiffs and Aggrieved Employees were entitled to receive accurate wage statements, which would include meal break premiums, and/or rest break premiums, as required by Labor Code 226.

57. Defendants knew or should have known that Plaintiffs and Aggrieved Employees were entitled to timely payment of all wages earned upon termination. Plaintiffs and Aggrieved Employees did not receive payment of all wages, including but not limited to, meal and rest break premiums, in violation of the Labor Code.

58. At all material times set forth herein, Defendants failed to properly compensate Plaintiffs and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

59. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

Violation of California Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.* (Against Defendants, DOES 1 through 50, and each of them)

60. Plaintiffs re-allege and incorporate by reference all preceding paragraphs in this First Amended Complaint, as if fully alleged herein.

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

62. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved

1 employee on behalf of himself or herself, and other current or former employees.

2 63. Whenever the LWDA, or any of its departments, divisions, commissions,
3 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action
4 is authorized to exercise the same discretion, subject to the same limitations and conditions, to
5 assess a civil penalty.

6 64. Plaintiffs seek recovery of penalties under the Labor Code Private Attorney
7 General Act of 2004 ("PAGA.") (Labor Code sections 2698 et seq.)

8 65. California Labor Code § 2699(a) specifically provides for a private right of action
9 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of
10 law, any provision of this code that provides for a civil penalty to be assessed and collected by
11 the Labor and Workforce Development Agency or any of its departments, divisions,
12 commissions, boards, agencies, or employees, for a violation of this code, may, as an
13 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
14 himself or herself and other current or former employees pursuant to the procedures specified in
15 § 2699.3."

16 66. PAGA permits an "aggrieved employee" to recover penalties on behalf of
17 himself/herself and other employees subject to violations of the Labor Code, including violations
18 of sections 201, 202, 203, 204, 226(a), 226.7, 245-249 , 510, 512(a), 551, 552, 558, 1174(d),
19 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission
20 Wage Orders, including inter alia, Wage Orders 4-2001 and 5-2001 .

21 67. Plaintiffs are informed and believe Defendants at all relevant times employed one
22 or more employees.

23 68. For those code sections that provide for the recovery of civil penalties, Plaintiffs
24 will seek on behalf of all aggrieved employees those penalties. For those sections of the Labor
25 Code that do not specifically provide for civil penalties, Plaintiffs will seek civil penalties of one
26 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
27 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
28 subsequent violation pursuant to Labor Code section 2699, subdivision (f).

69. Section 2699, subdivision (a) provides that civil penalties may be “recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.” (Code Civ. Proc., § 2699, subd. (a).) Section 2699, subdivision (g), provides that an employee who prevails in a civil action under section 2699 shall be entitled to an award of reasonable attorneys’ fees and costs.

Failure to Pay Overtime, Seventh Day Premium or Provide Day of Rest

70. Defendants’ failure to pay legally required overtime wages and/or to provide day of rest to Plaintiffs and Aggrieved Employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 510, 551-552, 558 and 1198.

Failure to Provide Meal Periods

71. Defendants’ failure to provide legally required meal periods to Plaintiffs and Aggrieved Employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512.

Failure to Provide Rest Periods

72. Defendants’ failure to provide legally required rest periods to Plaintiff and Aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code section 226.7.

Failure to Pay Minimum Wages

73. Defendants’ failure to pay legally required minimum wages to Plaintiffs and Aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 210, 1194, 1194.2, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

74. Defendants’ failure to timely pay wages to Plaintiffs and Aggrieved Employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202, and recovery of penalties under Labor Code 203.

Failure to Timely Pay Wages During Employment

1 75. Defendants' failure to timely pay wages to Plaintiffs and Aggrieved Employees
2 during employment in accordance with Labor Code section 204 constitutes a violation of
3 California Labor Code section 204.

4 **Failure to Provide Complete and Accurate Wage Statements**

5 76. Defendants' failure to provide complete and accurate wage statements to
6 Plaintiffs and Aggrieved employees in accordance with Labor Code section 226 constitutes a
7 violation of California Labor Code section 226.

8 **Failure to Keep Complete and Accurate Payroll Records**

9 77. Defendants' failure to keep complete and accurate payroll records relating to
10 Plaintiffs and Aggrieved Employees, or permit inspection of same, in accordance with
11 California Labor Code section 1174(d) constitutes a violation of California Labor Code
12 sections 1174(d), 1174.51175.

13 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

14 78. Defendants' failure to reimburse Plaintiffs and Aggrieved Employees for
15 necessary business-related expenses and costs in accordance with California Labor Code
16 sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and
17 2802.

18 **Failure to Pay Sick Time**

19 79. Defendants' failure to provide Plaintiffs and Aggrieved Employees with sick
20 time or pay at the regular rate of pay in accordance with California Labor Code sections 245-
21 249 constitutes a violation of California Labor Code sections 245-249.

22 80. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on
23 behalf of all aggrieved employees, request and are entitled to recover from Defendants and
24 each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as
25 well as all penalties pursuant to PAGA against Defendants, and each of them, including but not
26 limited to:
27
28

- 1 a. Penalties under California Labor Code section 2699 in the amount of a
2 hundred dollars (\$100) for each aggrieved employee per pay period for the
3 initial violation, and two hundred dollars (\$200) for each aggrieved
4 employee per pay period for each subsequent violation;
5 b. Penalties under California Code of Regulations Title 8 section 11010 et
6 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
7 pay period for the initial violation, and one hundred dollars (\$100) for
8 each aggrieved employee per pay period for each subsequent violation;
9 c. Penalties under California Labor Code section 210 in addition to, and
10 entirely independent and apart from, any other penalty provided in the
11 California Labor Code in the amount of a hundred dollars (\$100) for each
12 aggrieved employee per pay period for the initial violation, and two
13 hundred dollars (\$200) for each aggrieved employee per pay period for
14 each subsequent violation; and
15 d. Any and all additional penalties and sums as provided by the California
16 Labor Code and/or other statutes.
17

18 81. Labor Code section 1197.1 provides “[a]ny employer or other person acting either
19 individually or as an officer, agent, or employee of another person, who pays or causes to be paid
20 to any employee a wage less than the minimum fixed by an applicable state or local law, or by an
21 order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial
22 violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee
23 for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for
24 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
25 pay period for which the employee is underpaid regardless of whether the initial violation is
26 intentionally committed.

27 82. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a)
28

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

7 83. In addition, Plaintiffs seek penalties for Defendants’ violation of California Labor
8 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
9 employing labor who willfully fails to maintain accurate and complete records required by
10 California Labor Code § 1174, or permit inspection, is subject to a penalty under § 1174.5.
11 Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing
12 when the employee begins and ends each work period. Meal periods, and total hours worked
13 daily shall also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every
14 employer shall keep total hours worked in the payroll period and applicable rates of pay.

15 84. As set forth above, Defendants have violated numerous provisions of the Labor
16 Code regulating hours and days of work as well as the IWC Wage Orders.

17 85. Based on the conduct described in this Second Amended Complaint, Plaintiffs are
18 entitled to an award of civil penalties on behalf of himself, the State of California, and Aggrieved
19 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
20 to be shown according to proof at trial. These penalties are in addition to all other remedies
21 permitted by law.

22 86. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
23 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
24 and Workforce Development Agency for the enforcement of labor laws and education of
25 employers and employees about their rights and responsibilities and twenty-five percent
26 (25%) to the aggrieved employees.

27 87. Further, Plaintiffs are entitled to seek and recover reasonable attorneys’ fees and
28

costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

PRAYER FOR RELIEF

Plaintiffs, on behalf of themselves, Aggrieved Employees, and the State of California, pray for judgment and the following specific relief against Defendants, as follows:

1. For PAGA civil penalties against Defendants on behalf of all Aggrieved Employees pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et seq.*;

2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including pursuant to California Labor Code Sections 2699(g), 2802(c) and California Code of Civil Procedure Section 1021.5;

3. For an order temporarily, preliminarily and permanently enjoining and restraining Defendants from engaging in similar unlawful conduct as set forth herein; and

4. For such other relief as the Court deems just and proper.

Dated: February 11, 2026

TUNYAN LAW, APC

By: 

Lilit Tunyan

Artur Tunyan

Attorneys for Plaintiff OLIVIA PASS

Dated: February 11, 2026

THE SENTINEL FIRM, APC

By: 

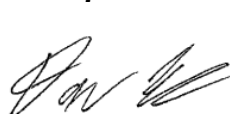
Seung L. Yang

Tiffany Hyun

Attorneys for Plaintiff OLIVIA PASS

Dated: February 11, 2026

LAWYERS for JUSTICE, PC

By: 

Arby Aiwarzian

Joanna Ghosh

Daniel Bass

Attorneys for Plaintiff HADIZA JIMADA

Exhibit “A”



535 N Brand Blvd. Suite 285
Glendale, CA 91203
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

February 5, 2024

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL
Return Receipt Requested

Del Amo Hospital, Inc.
23700 Camino Del Sol
Torrance, California 90505

VIA CERTIFIED MAIL
Return Receipt Requested

Agent for Service of Process for
Del Amo Hospital, Inc.
CSC-Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: Pass v. Del Amo Hospital, Inc.

To Whom It May Concern:

Please be advised that The Sentinel Firm, APC has been retained by Olivia Pass (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employer Del Amo Hospital, Inc. (“Defendant”). Pursuant to the joint prosecution and fee sharing agreement entered between Tunyan Law, APC and The Sentinel Firm, APC and Plaintiff’s written consent to joint prosecution and fee sharing agreement, Tunyan Law, APC and The Sentinel Firm, APC will be jointly prosecuting Plaintiff’s action against Defendant. The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of herself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendant as a mental health technician from approximately November 2022 to November 2023, primarily in Los Angeles County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 4 days per week and over 9 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is 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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory time period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Throughout the statutory period, Plaintiff and the Aggrieved Employees received additional remuneration in the form of

shift differentials and bonuses. However, Defendant has not compensated Plaintiff and the Aggrieved Employees at the proper overtime and sick pay rate. Defendant did not include the additional remuneration paid to Plaintiff and the Aggrieved Employees in the regular rate of pay for purposes of calculating overtime rate of pay and sick pay. Throughout the statutory period, Defendant also maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to perform work “off-the-clock”. During the statutory period Defendant regularly required Plaintiff and the Aggrieved Employees to arrive early to stay in line to clock in to work in order not to be late for the scheduled shift start time but did not compensate for that time. In maintaining a practice of not paying all wages owed, Defendant failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked. In doing so, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Plaintiff and the Aggrieved Employees would often times miss or have late, interrupted or short meal periods. Plaintiff and the Aggrieved Employees were regularly required to interrupt their meal periods and continue working as Defendant was understaffed. Accordingly, Defendant’s policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Plaintiff and the Aggrieved Employees have almost never been authorized or taken their first, second or third rest periods as Defendant was understaffed and did not have coverage for employees to take their rest periods. Defendant also wrongfully instructed Plaintiff and the Aggrieved Employees to ask permission from their supervisors every time they wanted to take a rest period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred as a direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. Plaintiff and the Aggrieved Employees were required to purchase a uniform but were not reimbursed for the uniform. Plaintiff and the Aggrieved Employees would also use their personal cell phones to regularly check their schedules but were not compensated for personal cell phone usage. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an

employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

Within the applicable statute of limitations, the employment of Plaintiff and many Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay to Plaintiff and the Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time, missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (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 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. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: "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." Lab. Code § 226(e)(1).

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not

authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 558, 1174.5, 1197.1, 2802, 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. Tunyan", with a stylized flourish at the end.

Lilit Tunyan, Esq.
TUNYAN LAW, APC



535 N Brand Blvd. Suite 285
Glendale, CA 91203
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

December 8, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Return Receipt Requested
Del Amo Hospital, Inc.
23700 Camino Del Sol
Torrance, California 90505

VIA CERTIFIED MAIL

Return Receipt Requested
Agent for Service of Process for
Del Amo Hospital, Inc.
CSC-Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833

VIA EMAIL

Summer Young-Agriesti
syoung@kbylaw.com
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7755 Center Avenue, Suite 1100
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**Attorneys for Defendant DEL AMO
HOSPITAL, INC.**

**AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: Pass v. Del Amo Hospital, Inc.

To Whom It May Concern:

Please be advised that The Sentinel Firm, APC has been retained by Olivia Pass (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employer Del Amo Hospital, Inc. (“Defendant”). Pursuant to the joint prosecution and fee sharing agreement entered between Tunyan Law, APC and The Sentinel Firm, APC and Plaintiff’s written consent to joint prosecution and fee sharing agreement, Tunyan Law, APC and The Sentinel Firm, APC will be jointly prosecuting Plaintiff’s action against Defendant. The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of herself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former

aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendant as a mental health technician from approximately November 2022 to November 2023, primarily in Los Angeles County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 4 days per week and over 9 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is 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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory time period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Throughout the statutory period, Plaintiff and the Aggrieved Employees received additional remuneration in the form of shift differentials and bonuses. However, Defendant has not compensated Plaintiff and the Aggrieved Employees at the proper overtime and sick pay rate. Defendant did not include the

additional remuneration paid to Plaintiff and the Aggrieved Employees in the regular rate of pay for purposes of calculating overtime rate of pay and sick pay. Throughout the statutory period, Defendant also maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to perform work “off-the-clock”. During the statutory period Defendant regularly required Plaintiff and the Aggrieved Employees to arrive early to stay in line to clock in to work in order not to be late for the scheduled shift start time but did not compensate for that time. In maintaining a practice of not paying all wages owed, Defendant failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked. In doing so, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Plaintiff and the Aggrieved Employees would often times miss or have late, interrupted or short meal periods. Plaintiff and the Aggrieved Employees were regularly required to interrupt their meal periods and continue working as Defendant was understaffed. Accordingly, Defendant’s policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Plaintiff and the Aggrieved Employees have almost never been authorized or taken their first, second or third rest periods as Defendant was understaffed and did not have coverage for employees to take their rest periods. Defendant also wrongfully instructed Plaintiff and the Aggrieved Employees to ask permission from their supervisors every time they wanted to take a rest period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred as a direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. Plaintiff and the Aggrieved Employees were required to purchase a uniform but were not reimbursed for the uniform. Plaintiff and the Aggrieved Employees would also use their personal cell phones to regularly check their schedules but were not compensated for personal cell phone usage. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

Within the applicable statute of limitations, the employment of Plaintiff and many Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay to Plaintiff and the Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time, missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (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 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. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: "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." Lab. Code § 226(e)(1).

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave (Violations of Labor Code §§ 245-249)

Throughout the relevant time period, Defendant failed to provide correct paid sick leave to Plaintiff and the Aggrieved Employees. Defendant improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses and/or other non-discretionary compensation into the sick leave pay rate calculation).

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

Upon information and belief, Defendant failed and continue to fail to comply with Labor Code § 246, by failing to provide Plaintiff and the Aggrieved Employees with the correct amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

Based on information and belief, Defendant failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees throughout the relevant time period.

Based on information and belief, throughout the relevant period, Defendant failed to provide correct notice of sick leave amount balance left for Plaintiff and the Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Plaintiff and the Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Plaintiff seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Plaintiff and all non-exempt aggrieved employees.

In violation of Labor Code § 247.5, Defendant failed to maintain accurate records documenting the hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendant's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including violations of Labor Code Sections 245-249 which incorporate the paid sick leave requirements. Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 204 by failing to pay all earned wages two times per month.
9. Labor Code §§245-249 by failing to provide accurate paid sick and notice of accrued sick leave.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 558, 1174.5, 1197.1, 2802, 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Lilit Tunyan, Esq.
TUNYAN LAW, APC



February 9, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfiling@dir.ca.gov

**Re: UHS OF DELAWARE, INC.; DEL AMO HOSPITAL, INC.; DEL AMO
BEHAVIORAL HEALTH SYSTEM; DEL AMO BEHAVIORAL HEALTH
SYSTEM OF CALIFORNIA**

Dear Representative:

We have been retained to represent Hadiza Jimada against UHS of Delaware, Inc., Del Amo Hospital, Inc., Del Amo Behavioral Health System, and Del Amo Behavioral Health System of California (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Del Amo”) for violations of California wage-and-hour laws. Ms. Jimada seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Jimada seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Del Amo employed Ms. Jimada as an hourly-paid, non-exempt employee from approximately March 2021 to approximately November 2023, in the State of California.

The “aggrieved employees” that Ms. Jimada may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Del Amo has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

Del Amo required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to

compensate aggrieved employees for this time. Such work included, but was not limited to, waiting in line to clock-in and/or clock out, responding to work-related inquiries, and arriving to work early to find parking.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Jimada and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Jimada and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Del Amo required Ms. Jimada and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Del Amo also required aggrieved employees to stay on work premises during meal periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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. During the relevant time period, Del Amo failed to pay Ms. Jimada and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Del Amo failed to pay Ms. Jimada and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Del Amo did not provide Ms. Jimada and other aggrieved employees with complete and accurate itemized

wage statements. The wage statements they received from Del Amo were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Jimada and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above, and the naming of the incorrect business entity on Ms. Jimada's records.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Jimada and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Jimada and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Jimada and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Jimada and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll 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 with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Del Amo failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Jimada and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Del Amo did not provide Ms. Jimada and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Del Amo failed to pay Ms. Jimada and other

aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Jimada and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Del Amo failed to pay Ms. Jimada and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Jimada and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Jimada and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Del Amo. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the use of mileage on a personal vehicle for work-related tasks, and the purchasing and maintenance of clothing and footwear in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Ms. Jimada seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

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If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

UHS of Delaware, Inc.
Del Amo Hospital, Inc.
c/o CSC - Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Del Amo Behavioral Health System
Del Amo Behavioral Health System of California
23700 Camino Del Sol
Torrance, CA 90505

Del Amo Hospital, Inc.
c/o Rachelle Highland
Universal Health Services, Inc.
Attorney
367 South Gulph Road
King of Prussia, PA 19406

1
2 **DEMAND FOR JURY TRIAL**
3
4

5 Plaintiffs OLIVIA PASS and HADIZA JIMADA hereby demand a jury trial on all issues
6 so triable.
7
8

9 Dated: February 11, 2026

TUNYAN LAW, APC

10
11 
12 By: _____
13 Lilit Tunyan
14 Artur Tunyan

Attorneys for Plaintiff OLIVIA PASS

15 Dated: February 11, 2026

THE SENTINEL FIRM, APC

16
17 
18 By: _____
19 Seung L. Yang
20 Tiffany Hyun
21 Attorneys for Plaintiff OLIVIA PASS

22 Dated: February 11, 2026

LAWYERS for JUSTICE, PC

23
24 
25 By: _____
26 Arby Aiwarzian
27 Joanna Ghosh
28 Daniel Bass

Attorneys for Plaintiff HADIZA JIMADA

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 355 S. Grand Ave., Suite 1450
7 Los Angeles, CA 90071.

8 On the date indicated below, I served the document described as: **SECOND AMENDED**
9 **COMPLAINT** on the interested parties in this action by sending a true copy thereof to interested
10 parties as follows and as stated on the attached service list:

11 Summer Young-Agriesti
12 syoung@kbylaw.com
13 Ana Thomas
14 athomas@kbylaw.com
15 Melissa Brandman
16 mbrandman@kbylaw.com
17 Andrew Cristea
18 acristea@yatlaw.com
19 Michelle Perciavalle
20 mperciavalle@kbylaw.com
21 **Young-Agriesti & Thomas, LLP**
22 7755 Center Avenue, Suite 1100
23 Huntington Beach, California 92647
24 Telephone: 949-221-8700
25 Facsimile: 949-222-1044

26 ***Attorneys for Defendants* DEL AMO HOSPITAL, INC., UHS OF DELAWARE, INC.,**
27 **DEL AMO BEHAVIORAL HEALTH SYSTEM, DEL AMO BEHAVIORAL HEALTH**
28 **SYSTEM OF CALIFORNIA**

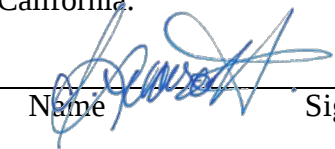
19 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California,
20 by e-mail delivery on the parties listed herein at their most recent known e-mail address or
21 e-mail of record in this action.

22 [✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic
23 service, I caused the documents to be sent to the persons at the electronic service addresses
24 listed above via electronic mail. I did not receive an error message.

25 I declare under penalty of perjury under the laws of the State of California that the above
26 is true and correct.

27 Executed on February 11, 2026, at Glendale, California.

28 Ivette Hernandez

 Name Signature