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Assigned for All Purposes
Judge William Claster

CX-101

Attorneys for PLAINTIFF **FIDENCIO SOTO**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

	) Case No.: 30-2024-01442163-CU-0E-CXC
FIDENCIO SOTO,	)
	)
	) COMPLAINT FOR DAMAGES:
	)
Plaintiff,	) (1) PRIVATE ATTORNEYS GENERAL
	) ACT (“PAGA”).
	)
vs.	)
	)
	)
	)
ST. JOSEPH HOSPITAL OF ORANGE, a	)
California corporation; and	)
DOES 1 THROUGH 100, inclusive,	)
	)
	)
Defendants.	)

COMES NOW PLAINTIFF FIDENCIO SOTO (hereinafter referred to as “SOTO” or “Plaintiff”) and complains against the above-named Defendants and for causes of action against the Defendants, and each of them, as follows:

THE PARTIES

1. At all times mentioned herein, Plaintiff was, and now is, an individual residing and/or domiciled in the County of Los Angeles, State of California.

2. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein, Defendant ST. JOSEPH HOSPITAL OF ORANGE, a California corporation (hereinafter “St. Joseph Hospital” and collectively with all other Defendants as “Defendants”) was, and now is, a valid business of form unknown, duly organized and existing under the laws of the State of California, having its principal place of business in the County of Orange, State of California.

3. Plaintiff is ignorant of the true names and capacities, whether corporate, associate, individual, or otherwise, of Defendants sued herein as DOES 1 through 100, inclusive, and therefore sues said Defendants by such fictitious names. Plaintiff will seek leave of Court to amend this Complaint to assert the true names and capacities of the fictitiously named Defendants when the same have been ascertained. Plaintiff is informed and believes, and thereon alleges, that each Defendant designated as “DOES” herein is legally responsible for the events, happenings, acts, occurrences, indebtedness, damages, and liabilities hereinafter alleged and caused injuries and damages proximately thereby to the Plaintiff, as hereinafter alleged.

4. Plaintiff is informed and believes, and thereon alleges that each of the Defendants named herein has, at all times relevant herein, been the officer, agent, employee, and/or representative of the remaining Defendants and has acted within the course and scope of such agency and employment, and with the permission and consent of the co-Defendants.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the claims alleged herein. Additionally, the relief requested is within the jurisdiction of this Court.

6. Venue is proper in the County of Orange. Defendant conducts business in the County of Orange and all of Plaintiff's employment was carried out in the County of Orange.

7. All of the claims alleged herein arose in the County of Orange.

8. The amount in controversy in this matter exceeds the sum of \$35,000.00, exclusive of attorney's fees, interest, and costs.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

9. Plaintiff was employed by Defendant St. Joseph Hospital as an Environmental Services Representative (Housekeeping) beginning in or around August 2021 and continuing through the time of his separation in approximately October 2023. Plaintiff was considered a full-time, non-exempt employee throughout his employment. Plaintiff and other similarly situated aggrieved employees were seemingly paid biweekly.

10. The "Aggrieved Employees" are all current and former California non-exempt employees who worked for Defendant St. Joseph Hospital during the relevant time period pursuant to California *Labor Code* §§ 2698 et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA").

11. It is Plaintiff's position that Defendant St. Joseph Hospital committed the following Labor Code violations against Plaintiff and other similarly situated aggrieved employees.

12. Defendant St. Joseph Hospital violated California *Labor Code* §§ 512 and 226.7, as well as Industrial Welfare Commission ("IWC") Wage Order No. 5, because it failed to provide Plaintiff and other similarly situated aggrieved employees a timely, complete, and uninterrupted thirty-minute meal period for every five (5) hours of work on each day of work. Defendant St. Joseph Hospital either failed to provide a meal period entirely, or it failed to provide a meal period that was timely, complete, and uninterrupted.

13. Additionally, Defendant St. Joseph Hospital violated California *Labor Code* § 226.7 and IWC Wage Order No. 5 because it failed to provide Plaintiff and other similarly situated aggrieved employees with ten-minute rest periods for every four hours of work, or majority portion thereof.

1 Defendant St. Joseph Hospital either did not relieve Plaintiff and other similarly situated aggrieved
2 employees of all their duties during said rest periods, instead directing them to continue working,
3 or said rest periods were interrupted. Defendant St. Joseph Hospital did not pay Plaintiff and other
4 similarly situated aggrieved employees one additional hour of pay at the regular rate of
5 compensation for each workday when one or more statutory rest periods was not Code-compliant.

6 14. As a result of its alleged failure to provide Plaintiff other similarly situated aggrieved
7 employees Code-compliant meal periods, Defendant St. Joseph Hospital did not compensate
8 Plaintiff and other similarly situated aggrieved employees with the minimum wages to which they
9 were entitled for work performed and, as such, did not compensate Plaintiff and other similarly
10 situated aggrieved employees for all hours worked at the minimum wage rate pursuant to California
11 *Labor Code* §§ 1194, 1197, and 1197.1.

12 15. As a further result of its failure to provide Plaintiff and other similarly situated aggrieved
13 employees Code-compliant meal periods, Defendant St. Joseph Hospital violated California *Labor*
14 *Code* § 510, because it failed to compensate Plaintiff and other similarly situated aggrieved
15 employees overtime compensation, even though they may have worked more than 8 hours per day,
16 12 hours per day, and/or 40 hours per week. Plaintiff and other similarly situated aggrieved
17 employees' actual work hours entitled them to overtime compensation (daily and/or weekly).
18 However, they were not paid accurately and/or fully for their overtime hours. Moreover, incentive
19 and/or bonus payments, if any, were not included in calculating Plaintiff and others' regular rate of
20 pay for purposes of determining their correct overtime rate of pay.

21 16. Furthermore, during the relevant time period, and as a result of the alleged violations,
22 Defendant St. Joseph Hospital failed to pay Plaintiff and other similarly situated aggrieved
23 employees all wages due to them within any time period specified by California *Labor Code* § 204.

24 17. Defendant St. Joseph Hospital was also in violation of California *Labor Code* § 226(a) as it
25 failed to timely provide and/or include pertinent information on Plaintiff and other similarly situated
26 aggrieved employees' wage statements including, but not limited to the name and address of the
27

1 legal entity that is the employer, all hours worked, gross wages earned, net wages earned, all
2 applicable hourly rates, all deductions, premium pay for missed meal and rest periods, and
3 reimbursement for any work-related expenses incurred, among other information.

4 18. Defendant St. Joseph Hospital also failed to keep accurate and complete payroll records
5 showing the actual hours worked per day and the wages paid to Plaintiff and other similarly situated
6 aggrieved employees pursuant to California *Labor Code* § 1174(d).

7 19. Defendant St. Joseph Hospital also violated California *Labor Code* §§ 201-203 because it
8 willfully failed to pay to Plaintiff other similarly situated aggrieved employees earned and due
9 wages upon separation of employment, either immediately upon involuntary termination, or within
10 72 hours of resignation. These earned but unpaid wages include, but are not limited to minimum
11 wages, overtime compensation, premium pay for missed meal and rest periods, and reimbursement
12 for any work-related expenses incurred.

13 **I.**

14 **FIRST CAUSE OF ACTION**

15 **Violation of the Private Attorneys General Act (“PAGA”)**

16 **[California *Labor Code* §§ 2698 et seq.]**

17 **Against All Defendants & DOES 1 through 100, Inclusive**

18 20. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
19 Complaint as though duly set forth in full herein.

20 21. On or about June 18, 2024, Plaintiff provided the required written notice to the Labor &
21 Workforce Development Agency (“LWDA”) and Defendant of the specific violations of the
22 California Labor Code that Defendant and DOES 1-100 are alleged to have violated and continue
23 to violate.

24 22. Pursuant to California *Labor Code* § 2699.3, no response was received from the LWDA
25 within 65 days of the postmark date of the notice to the LWDA.

23. Plaintiff has therefore exhausted all administrative remedies required of him under California *Labor Code* §§ 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendant’s alleged violations of the Labor Code.

24. Pursuant to California *Labor Code* § 2699, any provisions of the Labor Code that 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 violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.

25. Plaintiff is an “aggrieved employee” because he was employed by the alleged violators and had the alleged violations committed against him and is therefore properly suited to represent the interests of other current and former employees who worked for Defendant and DOES 1 through 100 in the State of California during the PAGA period.

26. Based on the acts alleged above, Plaintiff, on behalf of himself and other similarly situated aggrieved employees, seeks penalties under California *Labor Code* §§ 2698 and 2699 because of Defendant’s alleged violations of the California Labor Code, as alleged herein.

27. Plaintiff seeks penalties for Defendant’s misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking individual and/or victim-specific relief under this cause of action.

28. Specifically, Plaintiff seeks penalties under California *Labor Code* § 2699 for violations of California Labor Code Sections 201, 202, 203, 204 and/or 204b, 210, 221, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1194, 1197, and 1198, via 2698 and 2699, any other Labor Code provisions and Wage Orders violated on the facts alleged in this Complaint.

29. Pursuant to California *Labor Code* §§ 2698 et seq., Plaintiff seeks to recover attorney’s fees, costs, and civil penalties on behalf of Plaintiff and other current and former similarly situated

aggrieved employees as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

WHEREFORE, PLAINTIFF FIDENCIO SOTO prays for judgment against Defendants and DOES 1-100, and each of them, as follows:

1. For the imposition of civil penalties against Defendants;
2. For maximum civil penalties against Defendants available under California *Labor Code* § 2699 in a manner and amount authorized by that statute, as described more particularly herein and representative PAGA claims;
3. For all costs and disbursements incurred in this suit;
4. For reasonable attorney's fees against Defendants where available by law, including but not limited to those pursuant to California *Labor Code* §§ 2698 et seq., California *Code of Civil Procedure* § 1021.5, and/or other applicable laws; and
5. For such other and further relief as this Court may deem proper.

Dated: November 25, 2024

SEZGIN KHOUSADIAN LLP

By: Arthur Sezgin
ARTHUR SEZGIN, ESQ.
Attorneys for PLAINTIFF
FIDENCIO SOTO