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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

CASSANDRA RAMIREZ, individually, and on behalf of herself and all others similarly situated,

Plaintiff,

v.

DIGNITY HEALTH, a California nonprofit corporation; COMMONSPIRIT HEALTH, an Illinois nonprofit corporation; MERCY SAN JUAN MEDICAL CENTER, a California nonprofit corporation; SANTIAGO ESPINOZA-MELENDEZ, an individual; TATYANA KARBUNAR, an individual; and DOES 1-50, inclusive,

Defendant(s).

Case No. 26CV021698

CLASS ACTION

Assigned to: Hon. Peter K. Southworth
Dept.: 8B

FIRST AMENDED COMPLAINT FOR DAMAGES FOR:

1) Discrimination in Violation of FEHA (Cal. Govt. Code § 12940(a));
2) Failure to Accommodate in Violation of FEHA (Cal. Govt. Code § 12940(m));
3) Failure to Engage in the Interactive Process in Violation of FEHA (Cal. Govt. Code § 12940(n));
4) Harassment Based on Disability in Violation of FEHA (Cal. Govt. Code § 12940(j));
5) Retaliation in Violation of FEHA (Cal. Govt. Code §§ 12940(h) and (m)(2));
6) Failure to Take Reasonable Steps Necessary to Prevent and Correct Wrongful Behavior in the Workplace in Violation of FEHA (Cal. Govt. Code §§ 12940(j) and (k));
7) CFRA Interference (Cal. Govt. Code § 12945.2);

8) CFRA Retaliation (Cal. Govt. Code § 12945.2);
9) Retaliation for Complaints about Unpaid Wages in Violation of California Labor Code § 98.6;
10) Intentional Infliction of Emotional Distress;
11) Battery
12) Negligent Hiring, Supervision, and Retention;
13) Class Action: Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
14) Class Action: Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime);
15) Class Action: Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
16) Class Action: Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums);
17) Class Action: Violation of Cal. Labor Code § 204 (Untimely Wages Due and Payable During Employment)
18) Class Action: Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements);
19) Class Action: Violation of Cal. Business & Professions Code § 17200, et seq. (Unfair Competition);
20) Class Action: Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
21) PAGA: Civil Penalties Pursuant to Private Attorneys General Act, Labor Code section 2698 et seq.

DEMAND FOR JURY TRIAL

Plaintiff CASSANDRA RAMIREZ, an individual, hereby files this First Amended Complaint against Defendant DIGNITY HEALTH, a California nonprofit corporation, COMMONSPIRIT HEALTH, an Illinois nonprofit corporation, MERCY SAN JUAN MEDICAL

CENTER, a California nonprofit corporation (collectively, the "DIGNITY Defendants"), SANTIAGO ESPINOZA-MELENDEZ, an individual, TATYANA KARBUNAR, an individual, and DOES 1-50, inclusive (collectively "Defendants") and alleges as follows:

INTRODUCTION

1. The purpose of this amendment is to clarify the allegations in the complaint and to assert claims under the Private Attorneys General Act, Labor Code section 2698 et seq. ("PAGA") within the context of the above-entitled action.

2. Plaintiff brings this action individually for her individual claims for disability discrimination, failure to accommodate, failure to engage in the interactive process, harassment, retaliation, failure to prevent discrimination, harassment, CFRA interference and retaliation, retaliation, intentional infliction of emotional distress, battery, and negligent hiring, supervision, and retention, in violation of the California Fair Employment and Housing Act ("FEHA"), the California Family Rights Act ("CFRA"), the Labor Code, and California common law.

3. This is also a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed as non-exempt employees by Defendants, either directly or indirectly, in the State of California at any time from four years prior to the filing of the Complaint through resolution or trial of the matter ("Class Members").

4. Through her individual claims, Plaintiff seeks redress for the discrimination, harassment, and retaliation she personally suffered while employed as an Environmental Services Technician at Defendants' Mercy San Juan Medical Center facility, including physical injury, emotional distress, and lost wages and benefits. Through her class claims, Plaintiff seeks to recover unpaid wages, statutory penalties, and other relief on behalf of herself and similarly situated non-exempt employees.

5. Plaintiff also brings an action pursuant to the PAGA on a representative basis on behalf of all non-exempt employees, however titled, employed by Defendants in the State of California (the "Aggrieved Employees") from one year prior to the filing of the PAGA notice to the conclusion of this action. Plaintiff seeks to recover civil penalties and address Defendants'

violations of the California Labor Code and the IWC Wage Orders under PAGA. The Aggrieved Employees are a subgroup of the Class Members.

6. In this case, Defendants violated various provisions of the California Labor Code and IWC Wage Orders. Defendants' violations include: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay wages owed during employment; (6) failure to timely pay all wages owed upon separation of employment; (7) knowing and intentional failure to comply with itemized wage statement provisions; (8) violation of the unfair competition law; (9) failure to keep accurate records; (10) failure to pay sick leave; and (11) failure to provide required information at the time of hiring.

7. This amendment is timely because Plaintiff suffered from a violation or numerous violations of the California Labor Code within one year of the date on which a PAGA notice was sent to the LWDA via online submission. More than 65 days have passed, and no response has been received from the LWDA. Plaintiff thereby satisfied the notice requirement under the statute and is permitted to proceed with this action in a representative capacity.

JURISDICTION AND VENUE

8. This action is brought as a Class Action on behalf of Plaintiff and similarly situated employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary damages and restitution sought by Plaintiff exceed the minimum jurisdiction limits of the California Superior Court and will be established according to proof at trial.

9. This Court has jurisdiction over this action pursuant to the California Constitution Article VI §10, which grants the California Superior Court original jurisdiction in all causes except those given by statute to other courts. The statutes under which this action is brought do not give jurisdiction to any other court.

10. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

11. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant is either a resident of California, has sufficient minimum contacts in California, or

otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over them by the California Courts consistent with traditional notions of fair play and substantial justice. Defendants have done and are doing business throughout California and Sacramento County.

12. The unlawful acts alleged herein have a direct effect on Plaintiff and other similarly situated non-exempt employees within Sacramento County and it is believed that Defendants have employed a number of other Class Members as non-exempt employees in Sacramento County, and throughout California. Further, Defendants have an office located at the Mercy San Juan Medical Center located at 6501 Coyle Ave., Carmichael, CA 95608.

13. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

14. Venue is proper in this Court because one or more of the Defendants reside, transact business, or have offices in this County, Plaintiff is a resident of this County, and the acts or omissions alleged herein took place in this County.

ADMINISTRATIVE PREREQUISITES

15. On September 3, 2026, Plaintiff filed a complaint with the Civil Rights Department (CRD) against Defendants alleging facts upon which this Complaint is based. On September 3, 2026, Plaintiff received an immediate right-to-sue letter from the CRD. Plaintiff has thus exhausted her administrative prerequisites to filing this civil action. The Right to Sue Letter is attached as **Exhibit A**.

THE PARTIES

16. Plaintiff CASSANDRA RAMIREZ (hereinafter "Plaintiff" or "RAMIREZ") is, and at all relevant times mentioned in this Complaint was, an individual residing in Sacramento, California. Plaintiff was employed during the liability period as an Environmental Services Technician at Mercy San Juan Medical Center in Carmichael, CA. Plaintiff and the members of the putative class were employed by DIGNITY defendants as non-exempt employees, however titled, (the "Class Members") during the liability period.

17. Defendant DIGNITY HEALTH (hereinafter "DIGNITY") is, and at all relevant times was, a California nonprofit corporation conducting business in the State of California. Dignity operates in California from numerous locations providing healthcare services.

18. Defendant COMMONSPIRIT HEALTH (hereinafter "COMMONSPIRIT") is, and at all relevant times was, an Illinois nonprofit corporation conducting business in the State of California. CommonSpirit operates in California from numerous locations providing healthcare services.

19. Defendant MERCY SAN JUAN MEDICAL CENTER (hereinafter "MERCY SAN JUAN MEDICAL CENTER") is, and at all relevant times was, a California nonprofit corporation conducting business in the State of California. Mercy San Juan Medical Center operates in Carmichael, California providing healthcare services.

20. Defendant SANTIAGO ESPINOZA-MELENDEZ (hereinafter "Defendant ESPINOZA-MELENDEZ") is, and at all relevant times was, an individual who served as a Manager of DIGNITY Defendants during Plaintiff's employment. Upon information and belief, Defendant Espinoza-Melendez was a resident of California during the relevant time period and was responsible for supervising employees of the DIGNITY Defendants.

21. Defendant TATYANA KARBUNAR (hereinafter "Defendant KARBUNAR") is, and at all relevant times was, an individual who served as an employee of DIGNITY Defendants during Plaintiff's employment. Upon information and belief, Defendant Karbunar was a resident of California during the relevant time period and employed by the DIGNITY Defendants.

22. Whenever in this complaint reference is made to any act, deed, or conduct of Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of Defendants' officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

23. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff. Plaintiff therefore sues Defendants by such fictitious names under Code of Civil

Procedure § 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

24. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are the partners, agents, or principals and co-conspirators of Defendants and of each other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of the Defendants as alleged herein.

25. Plaintiff is further informed and believes, and thereon alleges, that DIGNITY HEALTH, COMMONSPIRIT HEALTH, and MERCY SAN JUAN MEDICAL CENTER operated as a single, integrated employer and/or joint employers of Plaintiff and the Class Members, sharing common ownership, management, and control over the terms and conditions of Plaintiff's and Class Members' employment, including personnel policies, payroll, and human resources functions. Whenever and wherever reference is made in this complaint to any conduct by Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as Defendants in this complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this complaint within the scope of their respective employments. Plaintiff will amend or move to amend this Complaint to add further alter-ego, single-enterprise, or joint-employer allegations as warranted following verification of the corporate and employment relationships among DIGNITY HEALTH, COMMONSPIRIT HEALTH, and MERCY SAN JUAN MEDICAL CENTER.

FACTUAL ALLEGATIONS

(APPLICABLE TO ALL INDIVIDUAL CAUSES OF ACTION)

26. Plaintiff began her employment with DIGNITY Defendants in March 2024 as an Environmental Services Technician, a non-exempt, hourly position paid approximately $29.00 per

hour. Plaintiff's duties included cleaning patient and exam rooms, handling biohazardous waste, and performing general housekeeping and infection-control functions throughout the hospital, including its Emergency Department.

27. As part of her assigned duties, Plaintiff was regularly required to transport heavy, wheeled carts loaded with trash and biohazardous waste, including sharps containers, from the Emergency Department, out of the hospital, across an outdoor walkway, to a separate infusion room operated by a third-party contractor in another building, and back. This task was physically demanding and required Plaintiff to drag heavily loaded carts over an extended distance, often without adequate staffing support, because the third-party infusion room had no dedicated waste disposal location of its own.

28. Plaintiff and other Environmental Services employees repeatedly raised concerns about the physical demands and safety of this cross-building trash assignment, including in a union meeting. Plaintiff is informed and believes that the Environmental Services director at the time, Alan Conrad, refused to discontinue or modify the assignment because doing so would have required renegotiating an independent contract that DIGNITY Defendants maintained with the third-party infusion provider.

29. In 2025, while performing this cross-building trash-hauling duty, Plaintiff suffered a lumbar spine injury arising out of and in the course of her employment.

30. Following her injury, Plaintiff took approximately two weeks of medical leave and returned to work on a light-duty assignment providing security/reception coverage in the hospital lobby.

31. At all relevant times, Plaintiff had been employed by DIGNITY Defendants for more than 12 months and had worked well in excess of 1,250 hours in the 12-month period preceding her need for leave, and DIGNITY Defendants employed far more than 5 employees. Plaintiff was therefore an eligible employee entitled to leave and reinstatement rights under the California Family Rights Act.

32. Plaintiff requested, and initially received, continued placement in the light-duty security assignment as a reasonable accommodation while she recovered from her lumbar injury.

33. Plaintiff subsequently requested additional accommodation, including additional time in a light-duty or modified role and/or additional leave, before returning to the full physical demands of the Environmental Services position. DIGNITY Defendants did not engage with Plaintiff in good faith regarding these requests and instead pressured her to abandon the accommodation and return to full duty before she was medically released to do so.

34. For instance, almost immediately upon Plaintiff's return to light duty, and continuing on a near-daily basis thereafter, Plaintiff's Environmental Services supervisor, Defendant Espinoza-Melendez, approached Plaintiff – including in front of coworkers – and pressured her to return to her full-duty Environmental Services position before she was medically ready, telling her to "hurry back," that she was "taking too long to recover," and asking, in a pointed and unwelcome manner, "how are you liking your job?"

35. DIGNITY Defendants' general practice was to issue Environmental Services Technicians a company-owned cell phone each day when they arrived for their shift, for use throughout the day in receiving room-cleaning assignments and communicating with nursing staff and supervisors, except while working in the hospital's CT and MRI areas, where Defendants issued a pager instead because the imaging equipment interfered with cellular reception. Plaintiff, who worked in the Emergency Department, used a DIGNITY-issued company phone throughout her shifts and switched to a pager while working in the CT and MRI areas, consistent with this practice. Notwithstanding the availability of the company-issued phone, Defendant Espinoza-Melendez also used Plaintiff's personal cell phone number to monitor and message Plaintiff throughout her shifts, including on at least one occasion texting Plaintiff while she was in a restroom to tell her she needed to "get out" because she was not on a break, illustrating both the degree to which Plaintiff was monitored and surveilled during her shifts and the unreimbursed personal cell phone expenses she incurred as a result.

36. Plaintiff is informed and believes that Defendant Espinoza-Melendez and Manager Phillinea Davis directed or encouraged other coworkers to watch and report on Plaintiff's whereabouts and activities during her shifts, causing Plaintiff to feel that she was under constant surveillance at work.

37. Plaintiff reported Defendant Espinoza-Melendez's conduct to Human Resources. Although HR represented to Plaintiff that Defendant Espinoza-Melendez had been counseled to stop, his conduct did not meaningfully stop; instead, on information and belief, he enlisted other members of management, including Phillinea Davis, to continue pressuring and surveilling Plaintiff regarding her medical status and return-to-work timeline.

38. Separately, Plaintiff and coworkers complained about inappropriate conduct by then-Environmental Services Director Alan Conrad, who repeatedly followed Plaintiff in a manner unrelated to his job duties and that made Plaintiff feel unsafe. Following these complaints, Alan Conrad's employment with DIGNITY Defendants was terminated. Shortly afterward, Phillinea Davis pulled Plaintiff aside and told her, in substance, that "if somebody would just keep their mouth shut, he would still be here" - a statement Plaintiff reasonably understood as blaming her for Alan Conrad's termination and warning her against making further complaints.

39. Plaintiff is informed and believes that Defendant Tatyana Karbunar's animus toward Plaintiff dated back to the beginning of Plaintiff's employment, when Plaintiff declined to participate in a clique among certain coworkers, including Defendant Karbunar. Defendant Karbunar was upset by how hard Plaintiff worked relative to other employees and told coworkers that Plaintiff was "embarrassing" other Environmental Services employees. Plaintiff is informed and believes that Defendant Karbunar was the lead instigator of the first internal petition against Plaintiff described below.

40. On information and belief, following Plaintiff's complaints, management – including Phillinea Davis – circulated, and solicited coworkers to sign, at least two internal petitions characterizing Plaintiff as "hostile" and difficult to work with, in an effort to manufacture a pretextual basis to terminate Plaintiff's employment. Each of the first two petitions was investigated and did not result in discipline. Defendants were in the process of circulating a third such petition at the time Plaintiff went out on leave in January 2026.

41. A coworker, Sergie, confided in Plaintiff that Phillinea Davis was actively spreading rumors that Plaintiff had a "behavioral problem" and was unprofessional, and was soliciting signatures from coworkers, including a nurse in the hospital's trauma unit, for the third petition

against Plaintiff before Plaintiff went out on leave.

42. Throughout her employment, and notwithstanding the petitions and rumors described above, Plaintiff received positive recognition for her work, including a Human Kindness and Patient Caring awards, undermining any suggestion that Defendants' stated concerns about Plaintiff's conduct were legitimate or non-pretextual.

43. On or about October 2025, during a coworker's birthday gathering, Defendant Karbunar blocked Plaintiff from leaving a room and, when Plaintiff attempted to leave, grabbed Plaintiff's arm and held it with such force that Plaintiff could not move for approximately one minute, causing Plaintiff physical pain and to leave the encounter in tears. Coworkers Natalie and Liliana were present in the room at the time. When Plaintiff emerged, a coworker, Pearl Logan, observed that Plaintiff was crying and asked what was wrong; Plaintiff did not disclose the incident to Pearl at the time because she feared that Pearl, too, would be targeted or bullied for associating with her.

44. On a separate occasion, Defendant Espinoza-Melendez approached Plaintiff from the side and, without Plaintiff's consent and without any legitimate work-related reason, grabbed Plaintiff by the neck and shoulder with one hand – his thumb around her neck and fingers on the back of her neck and shoulder – and held her in that manner for approximately two minutes while continuing to speak to her. A coworker, Carmen, was standing with Plaintiff and Defendant Espinoza-Melendez at the time, witnessed the incident, and questioned Defendant Espinoza-Melendez about what he was doing. When Defendant Espinoza-Melendez finally released Plaintiff, he required Plaintiff to remain and continue discussing work matters before permitting her to leave. Plaintiff did not report this incident to law enforcement at the time because she feared further retaliation from Defendant Espinoza-Melendez and management.

45. As a further result of the hostile environment created by Defendants, Plaintiff's coworker Carmen, who had worked with Plaintiff closely and witnessed the battery described above, subsequently distanced herself from Plaintiff, telling Plaintiff in substance that she felt she was at risk if she continued to associate with her, illustrating the degree to which Defendants' conduct isolated Plaintiff at work.

46. Plaintiff was also regularly denied overtime opportunities to which she was entitled based on seniority under the applicable collective bargaining agreement. Defendants used a group text messaging system to announce available overtime shifts to Environmental Services employees; when Plaintiff called or responded by text to accept an available shift, Defendant Espinoza-Melendez and another day-shift supervisor, Ed, frequently did not assign the overtime to Plaintiff, instead leaving the shift unfilled as to her or informally directing it to favored coworkers. On multiple occasions, Plaintiff was required to invoke a union grievance procedure known as "Article 15" to recover pay for overtime she was wrongfully denied, meaning DIGNITY Defendants paid Plaintiff for overtime she never actually worked simply to resolve her grievances, rather than correcting the underlying discriminatory assignment practice. In addition, Plaintiff worked, but was not paid for, approximately 20 hours of overtime, including hours worked around the Thanksgiving 2025 holiday. Plaintiff raised this directly with Human Resources and was told it would be corrected on her next paycheck; it was not.

47. DIGNITY Defendants also failed to pay Plaintiff a contractually required training-differential premium of approximately $2.00 per hour for time she spent training a new coworker, despite Plaintiff raising the issue with both Human Resources and her union representative. The issue was never resolved and Plaintiff was never paid the premium owed.

48. Plaintiff is informed and believes that her recorded timecards were regularly adjusted by Human Resources after the fact, undermining the reliability of DIGNITY Defendants' own records regarding the hours Plaintiff actually worked and the overtime she was owed.

49. Notwithstanding Defendants' efforts to deny her overtime, Plaintiff consistently sought out additional work opportunities, including reporting to the Environmental Services office to volunteer for last-minute overtime shifts covering call-outs on the graveyard shift, further undermining the pretextual narrative advanced in the petitions described above that Plaintiff was "hostile" or difficult to work with.

50. As a direct and proximate result of the ongoing stress, surveillance, and harassment Plaintiff experienced at work, Plaintiff has developed shingles and experienced panic attacks, depression, and difficulty sleeping since approximately November 21, 2025.

51. As a further direct and proximate result of the repetitive heavy lifting, bending, standing, and walking required by her position, including the cross-building trash-hauling duty described above, Plaintiff has suffered ongoing physical pain in her back, right leg and foot, and left leg and foot.

52. Harassment and retaliation against Plaintiff escalated after she submitted a formal complaint on or about December 19, 2025.

53. Plaintiff's last day working for DIGNITY Defendants was January 5, 2026. She has been unable to return to work because of the physical and psychological conditions described above, and is currently on medical leave.

54. Even while on approved medical leave, Plaintiff has continued to be contacted regarding her leave status by Human Resources representative Alano Morez, with Phillinea Davis copied on those communications, in a manner Plaintiff reasonably perceives as a continuation of the harassment described above and an attempt to pressure her into returning to work or resigning before she is medically able.

55. As a further direct and proximate result of Defendants' conduct alleged herein, Plaintiff has suffered and continues to suffer lost wages and employee benefits, physical injury and pain, and severe emotional distress, including panic attacks, depression, and difficulty sleeping, in an amount to be proven at trial.

FACTUAL ALLEGATIONS

(APPLICABLE TO ALL CLASS CAUSES OF ACTION)

56. During the relevant time frame, DIGNITY Defendants compensated Plaintiff and the Class Members based upon an hourly wage.

57. Plaintiff and the Class Members were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC Wage Orders and the Labor Code.

58. Plaintiff has been employed as an hourly non-exempt Environmental Services Technician since approximately March 2024. Plaintiff provides general maintenance duties,

including cleaning, disinfecting, and biohazardous waste handling, at the Mercy San Juan Medical Center in Carmichael, California.

59. Plaintiff typically worked five days a week, averaging over 40 hours a week.

60. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

61. All Class Members, including Plaintiff, are similarly situated in that they are all subject to DIGNITY Defendants' uniform policies and systemic practices as specified herein.

62. Plaintiff and the Class Members were not properly compensated for all hours worked, in part because they were frequently required to work off the clock. For example, Plaintiff and other Environmental Services employees assigned to the 3:00 p.m. shift were required to queue at a single check-in point beginning at 2:55 p.m., but because as many as thirty employees had to check in at that single point, employees who reached the front of the line after 3:00 p.m. were compensated only from the moment they actually checked in, rather than from the scheduled start of the shift, resulting in uncompensated time under Defendants' scheduling and check-in practices. In addition, Plaintiff was required to complete mandatory training modules for which no other paid time was made available, and for which she was compensated only on the occasions she separately raised the issue with Human Resources.

63. In addition, the Class Members frequently worked in excess of eight (8) hours a day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate of time and one-half the employee's regular rate of pay per hour. Plaintiff and the Class Members also often worked in excess of twelve (12) hours in one day and/or over eight (8) hours on the seventh day of the workweek, but were not properly paid for such time at a rate of two times the employee's regular rate of pay per hour.

64. DIGNITY Defendants failed to properly calculate Plaintiff's and the Class Members' regular rate of pay because DIGNITY Defendants failed to include all forms of compensation in the regular rate, including Plaintiff's approximately $600 annual bonus and other incentive compensation.

65. Class Members were regularly required to work shifts in excess of five hours without being provided a lawful meal period and over ten hours in a day without being provided a second lawful meal period as required by law.

66. Indeed, during the relevant time, as a consequence of Defendants' staffing and scheduling practices, lack of coverage, work demands, and DIGNITY Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and the Class Members timely, legally compliant uninterrupted 30-minute meal periods on shifts over five hours and second meal periods on shifts over ten hours as required by law. For example, due to her heavy workload, Plaintiff was regularly unable to begin her first meal period before the end of her fifth hour of work, and on numerous occasions was contacted on her personal cell phone during her meal period and directed to clock back in early to clean rooms before her meal period was complete. Plaintiff was also frequently unable to take an uninterrupted, timely second meal period before the end of her tenth hour of work on shifts exceeding ten hours, and instead worked through her meal period. These meal period violations occurred on a near-daily basis.

67. On information and belief, Plaintiff and Class Members did not waive their rights to meal periods under the law.

68. Plaintiff and the Class Members were not provided with valid lawful on-duty meal periods.

69. Despite the above-mentioned meal period violations, DIGNITY Defendants failed to compensate Plaintiff, and on information and belief, failed to compensate Class Members, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

70. Plaintiff is informed and believes, and thereon alleges, that DIGNITY Defendants know, should know, knew, and/or should have known that Plaintiff and the other Class Members were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

71. In addition, during the relevant time frame, Plaintiff and the Class Members were systematically not authorized and permitted to take one net ten-minute paid, rest period for every

four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.

72. Defendants maintained and enforced scheduling practices, policies, and imposed work demands that frequently required Plaintiff and Class Members to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted. For example, due to chronic understaffing in the Environmental Services department, Plaintiff was regularly unable to take an uninterrupted, timely ten-minute rest period, and instead took her rest periods late, or not at all, on approximately five shifts per week.

73. Moreover, Plaintiff and the Class Members were required to incur necessary expenses in the discharge of their duties, including without limitation cellular phone expenses, but were not reimbursed for such necessary expenses.

74. In addition, Class Members, including Plaintiff, were not permitted to leave the premises during meal and rest breaks and were required to remain reachable by cell phone and subject to recall to work during those breaks, rendering the breaks on-duty and non-compliant with the requirement that meal and rest periods be duty-free.

75. Despite the above-mentioned rest period violations, DIGNITY Defendants did not compensate Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at their regular rate as required by California law, including Labor Code section 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

76. DIGNITY Defendants also failed to provide accurate, lawful itemized wage statements to Plaintiff and the Class Members in part because of the above specified violations. In addition, upon information and belief, DIGNITY Defendants omitted an accurate itemization of total hours worked, the applicable hourly rates, the number of hours worked at each rate, the name and address of the legal entity that is the employer, gross pay and net pay figures from Plaintiff, and the Class Members' wage statements. Such actions were and continue to be in violation of the California Labor Code and applicable IWC Wage Orders.

77. DIGNITY Defendants have also made it difficult to determine applicable hourly rates of pay, total hours worked, and account with precision for the unlawfully withheld wages and deductions due to be paid to Class Members, including Plaintiff, during the liability period because they did not implement and preserve a lawful record-keeping method to record all hours worked, meal periods, and non-provided rest and meal periods owed to employees as required for non-exempt employees by California Labor Code section 226, and applicable California Wage Orders.

78. Plaintiff and the Class Members are covered by applicable California IWC Wage Orders and corresponding applicable provisions of the California Code of Regulations, Title 8, section 11000 *et seq*.

CLASS ACTION ALLEGATIONS

79. Plaintiff brings this action on her own behalf, as well as on behalf of each and every other person similarly situated, and thus, seeks class certification under California Code of Civil Procedure §382.

80. All claims alleged herein arise under California law for which Plaintiff seeks relief as authorized by California law.

81. The **proposed class** is comprised of and defined as: **All persons currently or formerly employed by DIGNITY Defendants, directly or indirectly, as non-exempt employees, however titled, throughout the state of California within four (4) years prior to the filing of the Complaint in this action until the resolution of this lawsuit. (hereinafter collectively referred to as the "Class" or "Class Members")**.

82. Plaintiff also seeks to represent Subclasses included in the Plaintiff's Class, which are composed of Class Members satisfying the following definitions:

a. All Class Members who were not paid at least minimum wage for all hours worked (collectively **"Minimum Wage Subclass**");

b. All Class Members who were not accurately paid overtime for hours worked over eight in a day or over forty in a workweek **(collectively "Overtime Subclass**");

c. All Class Members who worked more than five (5) hours in a workday and were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes,

and were not paid compensation of one hour premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred to as the "**First Meal Period Subclass**");

d. All Class Members who worked more than ten (10) hours in a workday and were not provided with a timely, uninterrupted lawful second meal period of net thirty (30) minutes, and were not paid compensation of one hour premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred to as the "**Second Meal Period Subclass**");

e. All Class Members who worked more than three and a half hours in a workday and were not authorized and permitted to take a lawful net 10-minute rest period for every four (4) hours or major fraction thereof worked per day and were not paid compensation of one hour premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred to as the "**Rest Period Subclass")**;

f. All Class Members who were not provided with accurate and complete itemized wage statements (hereinafter collectively referred to as the "**Inaccurate Wage Statement Subclass**");

g. All Class Members who were employed by DIGNITY Defendants and subject to DIGNITY Defendants' Unfair Business Practices (hereinafter collectively referred to as the "**Unfair Business Practices Subclass**"); and

h. All Class Members who were not reimbursed for all necessary expenditures (collectively "**Indemnification Subclass**").

83. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate, or if it should be deemed necessary by the Court or to further divide the Class Members into additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the Class Members or the Plaintiff's Class includes the members of each of the Subclasses.

84. As set forth in further detail below, this action has been brought and may properly be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure

because there is a well-defined community of interest in the litigation, and the proposed Class and Subclasses are easily ascertainable through Defendants' records.

a. Numerosity: The members of the Class and Subclasses are so numerous that joinder of all members of the Class and Subclasses would be unfeasible and impractical. The membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the Class is estimated to be over a hundred individuals. Accounting for employee turnover during the relevant periods necessarily increases this number substantially. Plaintiff alleges DIGNITY Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

b. The proposed class is easily ascertainable. The number and identity of the class members are determinable from DIGNITY Defendants' payroll records and time records for each class member.

c. Commonality: There are common questions of law and fact as to the Class and Subclasses that predominate over questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

1. Whether DIGNITY Defendants were required to pay Class Members for hours worked during "shift change";
2. Whether DIGNITY Defendants paid Class Members at least minimum wage for all hours worked;
3. Whether DIGNITY Defendants knew or should have known that Class Members were required to perform work off the clock;
4. Whether DIGNITY Defendants accurately calculated and paid all Class Members overtime premiums for the hours which Plaintiff and Class Members worked in excess of eight (8) hours per day and/or forty (40) hours per week;
5. Whether DIGNITY Defendants had a policy and practice of providing lawful, timely meal periods in accordance with Labor Code § 512, as well

as the applicable Industrial Welfare Commission ("IWC") wage order;

6. Whether DIGNITY Defendants on-duty meal periods were lawful;
7. Whether DIGNITY Defendants required employees to remain on the premises during meal periods;
8. Whether DIGNITY Defendants had a policy and practice of complying with Labor Code section 226.7 and IWC Wage Order on each instance that a lawful meal period was not provided;
9. Whether DIGNITY Defendants failed to authorize and permit a lawful, net 10-minute rest period to the Class Members for every four (4) hours or major fraction thereof worked;
10. Whether DIGNITY Defendants required employees to remain on the premises during rest periods;
11. Whether DIGNITY Defendants had a policy and practice of complying with Labor Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not provided;
12. Whether DIGNITY Defendants failed to timely pay all wages during employment in accordance with Labor Code sections 204;
13. Whether DIGNITY Defendants failed to reimburse employees for necessary expenses in accordance with Labor Code section 2802;
14. Whether DIGNITY Defendants omitted required information from itemized wage statements;
15. Whether DIGNITY Defendants failed to maintain accurate records of Class Members' earned wages, work periods, meal periods and deductions;
16. Whether DIGNITY Defendants required Class Members to carry communications devices and remain on-call during purported meal and rest periods;
17. Whether DIGNITY Defendants engaged in unfair competition in violation of section 17200 et seq. of the Business and Professions Code;

18. Whether DIGNITY Defendants' conduct was willful and/or reckless;

19. Whether DIGNITY Defendants failed to provide accurate itemized wage statements in violation of Labor Code § 226; and

20. The appropriate amount of damages, restitution, and/or monetary penalties resulting from DIGNITY Defendants' violations of California law.

d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect the interests of each member of the Class and Subclasses with whom she has a well-defined community of interest. Plaintiff's claims herein alleged are typical of those claims which could be alleged by any member of the Class and/or Subclasses, and the relief sought is typical of the relief which would be sought by each member of the Class and/or Subclasses in separate actions. All members of the Class and/or Subclasses have been similarly harmed by DIGNITY Defendants' failure to provide lawful meal and rest periods, failure to provide accurate wage statements, failure to timely pay wages during employment, failure to pay minimum wages, failure to reimburse necessary expenses, and failure to accurately pay all wages earned including all owed premium and overtime wages, all due to DIGNITY Defendants' policies and practices that affected each member of the Class and/or Subclasses similarly. Further, DIGNITY Defendants benefited from the same type of unfair and/or wrongful acts as to each member of the Class and/or Subclasses.

e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the interests of each member of the Class and/or Subclasses with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationships, conflicts, or differences with any member of the Class and/or Subclasses, and no such relationships or conflicts are currently known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are versed in the rules governing class action discovery, certification, litigation, and settlement and experienced in handling such matters. Other former and current

employees of DIGNITY Defendants may also serve as representatives of the Class and Subclasses if needed.

f. Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, judicial resources, and expense, which would not be achieved with separate lawsuits. The prosecution of separate actions by individual members of the Class and/or Subclasses would create a risk of inconsistent and/or varying adjudications with respect to the individual members of the Class and/or Subclasses, establishing incompatible standards of conduct for the DIGNITY Defendants, and resulting in the impairment of the rights of the members of the Class and/or Subclasses and the disposition of their interests through actions to which they were not parties. Thus, a class action is superior to other available means for the fair and efficient adjudication of this controversy because individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual Class Members. Each member of the Class has been damaged and is entitled to recovery by reason of DIGNITY Defendants' unlawful policies and practices, including DIGNITY Defendants' failure to provide lawful meal and rest periods, failure to pay minimum wages, failure to provide accurate wage statements, failure to timely pay wages during employment, failure to reimburse necessary expenses, and failure to accurately pay all wages earned including all owed premium and overtime wages, all due to DIGNITY Defendants' policies and practices that affected each member of the Class and/or Subclasses similarly. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for both parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

g. Public Policy Considerations: Employers in the state of California violate

employment and labor laws every day. However, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers may damage their future endeavors through negative references and/or other means. The nature of this action allows for the protection of current and former employees' rights without fear of retaliation or damage. Additionally, the citizens of California have a significant interest in ensuring employers comply with California's labor laws and in ensuring those employers who do not are prevented from taking further advantage of their employees.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

DISCRIMINATION IN VIOLATION OF FEHA

(CAL. GOVT. CODE SECTION 12940(a))

(Plaintiff against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER, and DOES 1-50)

85. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

86. DIGNITY Defendants are employers within the meaning of the California Fair Employment and Housing Act, Govt. Code §12940 et seq. ("FEHA"). At all times mentioned in this Complaint, DIGNITY Defendants regularly employed five or more persons, bringing DIGNITY Defendants within the provisions of Gov. Code, §§ 12900 et seq. prohibiting employers or their agents from discriminating against employees on the basis of disability.

87. FEHA and the corresponding regulations make it unlawful for an employer to discriminate against an employee on the basis of disability.

88. Plaintiff was an employee of DIGNITY Defendants at all relevant times laid forth in this Complaint.

89. As set forth herein, Defendants discriminated against Plaintiff in the terms, conditions, or privileges of employment including by denying her overtime opportunities for which

she was otherwise eligible based on seniority, because of her disability, her need for accommodation, and her medical leave, on the basis of her disability.

90. Defendants' conduct as alleged in this Complaint constitutes an unlawful employment practice in violation of FEHA.

91. As a direct, foreseeable, and proximate result of Defendants' discriminatory acts, Plaintiff has suffered and continues to suffer damages, including but not limited to substantial economic and noneconomic losses in earnings, job benefits and career advancement, and has suffered and continues to suffer humiliation, embarrassment, mental and emotional distress, and discomfort, all to Plaintiff's damage in an amount to be proven at trial, but which is in excess of the minimum jurisdiction of this court.

92. As to DIGNITY Defendants, such conduct was authorized, ratified, and/or undertaken with advance knowledge and conscious disregard of the rights and safety of Plaintiff by officers, directors, and/or managing agents of DIGNITY Defendants, including members of Human Resources and management with authority over Plaintiff's employment, within the meaning of Civil Code section 3294(b). Defendants committed the acts described in this Complaint oppressively, fraudulently, and maliciously, with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive amounting to malice, in conscious disregard for Plaintiff's rights and thus an award of exemplary and punitive damages is justified. Plaintiff is therefore entitled to recover and herein prays for punitive damages.

SECOND CAUSE OF ACTION

FAILURE TO ACCOMMODATE IN VIOLATION OF FEHA

(CAL. GOVT. CODE SECTION 12940(m))

(Plaintiff against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER and DOES 1-50)

93. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

94. Plaintiff was a qualified individual with a disability capable of performing the essential functions of her position, including a light-duty position, with reasonable accommodation.

95. DIGNITY Defendants failed to provide Plaintiff with reasonable accommodations for her disability, including the restrictions imposed by Plaintiff's treating physician following her 2025 lumbar spine injury, which were communicated to DIGNITY Defendants' Human Resources and management, and which required a light-duty assignment; including but not limited to failing to allow Plaintiff adequate time to recover before pressuring her back to full duty, and failing to provide alternative accommodations for the cross-building trash-hauling duty that caused her injury — such as additional staffing assistance, mechanical equipment, a modified route, or temporary removal of the task while Plaintiff's treating physician's restrictions remained in effect — despite repeated complaints about its physical demands.

96. As a direct and proximate result of DIGNITY Defendants failure to accommodate, Plaintiff has suffered and continues to suffer damages, including physical injury, lost wages and benefits, and severe emotional distress, in an amount to be proven at trial.

97. DIGNITY Defendants failed to reasonably accommodate Plaintiff for her known actual and/or perceived physical disability in violation of Govt. Code section 12940 (m).

98. As a result of Defendants' conduct, Plaintiff has suffered damages, including economic losses and emotional distress, in an amount to be determined at trial.

99. Plaintiff prays for relief as hereafter provided.

THIRD CAUSE OF ACTION

FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF FEHA (CAL. GOVT. CODE SECTION 12940(n))

(Plaintiff against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER, and DOES 1-50)

100. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

101. Plaintiff requested, and DIGNITY Defendants were aware of the need for, reasonable accommodation of Plaintiff's disability.

102. DIGNITY Defendants failed to engage in a timely, good faith interactive process with Plaintiff to identify and implement effective reasonable accommodations, and instead

pressured Plaintiff to return to full duty before she was medically able.

103. As a direct and proximate result of DIGNITY Defendants' failure to engage in the interactive process, Plaintiff has suffered and continues to suffer damages in an amount to be proven at trial.

FOURTH CAUSE OF ACTION

HARASSMENT

(CAL. GOVT. CODE SECTION 12940(j))

(Plaintiff against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER, SANTIAGO ESPINOZA-MELENDEZ and DOES 1-50)

104. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

105. Plaintiff was subjected to unwelcome harassing conduct because of her disability and/or in retaliation for her complaints about disability-related harassment, including but not limited to repeated pressure and demeaning comments from Defendant Espinoza-Melendez regarding her medical leave and recovery, coordinated surveillance and monitoring by Defendant Espinoza-Melendez, the battery committed by Defendant Espinoza-Melendez described herein, and the circulation of pretextual petitions against her following her return from medical leave. Defendant Karbunar's battery of Plaintiff, which Plaintiff is informed and believes arose from personal hostility unrelated to Plaintiff's disability, is separately alleged as battery, intentional infliction of emotional distress, and negligent supervision and retention below, and is not relied upon as a basis for this disability-harassment cause of action.

106. This conduct was sufficiently severe or pervasive to alter the conditions of Plaintiff's employment and create a hostile, intimidating, and abusive working environment.

107. Defendant Espinoza-Melendez is individually liable for harassment pursuant to Government Code § 12940(j). DIGNITY Defendants knew or should have known of this harassing conduct and failed to take immediate and appropriate corrective action.

108. As a direct and proximate result of Defendants' harassing conduct, Plaintiff has suffered and continues to suffer damages, including physical injury, lost wages and benefits, and

severe emotional distress, in an amount to be proven at trial.

109. The conduct of the individual Defendant was despicable and was carried out with malice and oppression, entitling Plaintiff to punitive damages pursuant to Civil Code § 3294.

FIFTH CAUSE OF ACTION

RETALIATION

(CAL. GOVT. CODE SECTIONS 12940(h) and ((m)(2))

(Plaintiff against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER and DOES 1-50)

110. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

111. Plaintiff engaged in protected activity by, among other things, complaining to Human Resources about Defendant Espinoza-Melendez's harassing conduct, complaining about Alan's inappropriate conduct, and filing a formal complaint on or about December 19, 2025.

112. Following Plaintiff's protected activity, Defendants subjected Plaintiff to adverse employment actions, including intensified surveillance, the statement by Phillinea Davis blaming Plaintiff for Alan Conrad's termination, and the circulation of pretextual petitions seeking Plaintiff's termination.

113. Plaintiff's protected activity was a substantial motivating reason for Defendants' adverse actions against her.

114. As a direct and proximate result of Defendants' retaliatory conduct, Plaintiff has suffered and continues to suffer damages in an amount to be proven at trial.

SIXTH CAUSE OF ACTION

FAILURE TO TAKE REASONABLE STEPS TO PREVENT AND CORRECT WRONGFUL BEHAVIOR IN THE WORKPLACE IN VIOLATION OF FEHA

(CAL. GOVT. CODE SECTIONS 12940(j) and (k))

(Plaintiff against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER and DOES 1-50)

115. Plaintiff realleges and incorporates by reference each and every allegation in the

preceding paragraphs as if they were fully set forth herein.

116. DIGNITY Defendants had a duty to take all reasonable steps necessary to prevent discrimination, harassment, and retaliation from occurring in the workplace.

117. DIGNITY Defendants failed to take all reasonable steps to prevent the discrimination, harassment, and retaliation alleged herein, including failing to meaningfully stop Defendant Espinoza-Melendez's conduct after Plaintiff's complaint and/or failing to investigate or address the pretextual petitions against Plaintiff.

118. As a direct and proximate result of DIGNITY Defendants' failure to prevent discrimination, harassment, and retaliation, Plaintiff has suffered and continues to suffer damages in an amount to be proven at trial.

SEVENTH CAUSE OF ACTION

CFRA INTERFERENCE IN VIOLATION

(CAL. GOVT. CODE SECTION 12945.2)

(Plaintiff against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER and DOES 1-50)

119. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

120. Plaintiff was eligible for leave under the California Family Rights Act ("CFRA") for her own serious health condition, and exercised or attempted to exercise her right to such leave.

121. DIGNITY Defendants interfered with Plaintiff's exercise of her CFRA rights by pressuring her to return to full duty before she was medically able and subjecting her to the adverse actions described herein.

122. As a direct and proximate result of DIGNITY Defendants' interference with her CFRA rights, Plaintiff has suffered and continues to suffer damages in an amount to be proven at trial.

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EIGHTH CAUSE OF ACTION

CFRA RETALIATION IN VIOLATION

(CAL. GOVT. CODE SECTION 12945.2)

(Plaintiff against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER and DOES 1-50)

123. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

124. Plaintiff engaged in protected activity under CFRA by taking, or seeking or attempting to take, CFRA leave for her own serious health condition.

125. DIGNITY Defendants retaliated against Plaintiff for taking or seeking to take CFRA leave by, among other things, pressuring her to return to full duty before she was medically able and subjecting her to the adverse employment actions described herein.

126. As a direct and proximate result of DIGNITY Defendants' retaliation, Plaintiff has suffered and continues to suffer damages in an amount to be proven at trial.

NINTH CAUSE OF ACTION

RETALIATION FOR COMPLAINTS ABOUT UNPAID WAGES IN VIOLATION OF CALIFORNIA LABOR CODE SECTION 98.6

(Plaintiff against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER and DOES 1-50)

127. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

128. Plaintiff engaged in protected activity under Labor Code § 98.6 by complaining to Human Resources about unpaid overtime wages owed to her.

129. Following her complaint, Plaintiff was subjected to adverse action, including DIGNITY Defendants' continued failure to correct her pay and continued retaliatory scrutiny.

130. As a direct and proximate result of DIGNITY Defendants' retaliatory conduct, Plaintiff has suffered and continues to suffer damages in an amount to be proven at trial, and is entitled to all remedies available under Labor Code § 98.6, including reinstatement, backpay, and

a penalty not to exceed $10,000 for each violation.

TENTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(Plaintiff against all Defendants and DOES 1-50)

131. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

132. The conduct of Defendant Espinoza-Melendez and Defendant Karbunar described herein – including physically grabbing and restraining Plaintiff, subjecting her to repeated demeaning pressure regarding her medical condition, coordinating surveillance of her, and orchestrating pretextual petitions to manufacture grounds for her termination – was extreme and outrageous, and exceeded the normal bounds of the employment relationship.

133. Defendants engaged in this conduct with the intent to cause Plaintiff severe emotional distress, or with reckless disregard of the probability that Plaintiff would suffer such distress.

134. As a direct and proximate result of Defendants' conduct, Plaintiff suffered severe emotional distress, including panic attacks, depression, and difficulty sleeping, and a physical manifestation of that stress in the form of shingles.

135. DIGNITY Defendants are vicariously liable for the conduct of Defendant Espinoza-Melendez and Defendant Karbunar under the doctrine of respondeat superior. In addition, and in the alternative, DIGNITY Defendants are liable for this conduct because: (a) Defendant Espinoza-Melendez's conduct arose out of, and was committed in the course of exercising, his supervisory authority over Plaintiff, including directing her return-to-work timeline and assigning her work duties; (b) DIGNITY Defendants' management, including Human Resources and Phillinea Davis, had actual notice of Defendant Espinoza-Melendez's and Defendant Karbunar's conduct toward Plaintiff, including through Plaintiff's direct complaints, yet failed to take effective corrective action; and (c) DIGNITY Defendants, through managing agents with authority over personnel decisions affecting Plaintiff, ratified this conduct by permitting Defendant Espinoza-Melendez and Defendant Karbunar continued unsupervised contact with Plaintiff and by participating in the

circulation of petitions seeking her termination after receiving notice of their conduct.

ELEVENTH CAUSE OF ACTION

BATTERY

(Plaintiff against all Defendants and DOES 1-50)

136. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

137. Defendant Karbunar intentionally touched Plaintiff in a harmful and offensive manner by grabbing and forcibly restraining Plaintiff's arm without her consent.

138. Defendant Espinoza-Melendez intentionally touched Plaintiff in a harmful and offensive manner by grabbing Plaintiff's neck and shoulder and holding her in that manner for approximately two minutes without her consent.

139. Plaintiff did not consent to this touching, and a reasonable person in Plaintiff's position would have been offended by this touching.

140. As a direct and proximate result of this conduct, Plaintiff suffered physical pain and severe emotional distress. DIGNITY Defendants are vicariously liable for this conduct under the doctrine of respondeat superior.

141. The conduct of Defendant Espinoza-Melendez and Defendant Tatyana Karbunar was despicable and was carried out with malice and oppression, entitling Plaintiff to punitive damages pursuant to Civil Code § 3294.

TWELFTH CAUSE OF ACTION

NEGLIGENT SUPERVISION AND RETENTION

(Plaintiff against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER and DOES 1-50)

142. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

143. DIGNITY Defendants knew or should have known, based on Plaintiff's direct complaints to Human Resources regarding Defendant Espinoza-Melendez's harassing conduct and Plaintiff's report of Defendant Karbunar's physical restraint of her, of Defendant Espinoza-

Melendez's and Defendant Karbunar's propensity to engage in harassing, physically aggressive, and retaliatory conduct toward Plaintiff during the course of their employment. Plaintiff is not presently aware of facts establishing that DIGNITY Defendants had notice of any such propensity at the time either individual was hired; this cause of action is accordingly based on DIGNITY Defendants' negligent retention and supervision of Defendant Espinoza-Melendez and Defendant Karbunar after receiving such notice during their employment, rather than negligent hiring.

144. DIGNITY Defendants negligently retained and supervised Defendant Espinoza-Melendez and Defendant Karbunar despite this knowledge, and failed to take reasonable steps to protect Plaintiff from further harm.

145. As a direct and proximate result of DIGNITY Defendants' negligence, Plaintiff suffered damages, including physical injury and severe emotional distress, in an amount to be proven at trial.

THIRTEENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 1194, 1197, AND 1197.1

UNPAID MINIMUM WAGES

(Plaintiff and the Class Against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER)

146. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

147. Labor Code section 204 establishes the fundamental right of all employees in the State of California to be paid wages, including minimum wage, straight time and overtime, in a timely fashion for their work.

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

149. Labor Code section 1197 provides: The minimum wage for employees fixed by the

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

150. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

151. The applicable wage orders and California Labor Code sections 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law.

152. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

153. During all relevant periods, the California Labor Code and wage orders required that DIGNITY Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all hours worked.

154. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

155. At all times relevant, Plaintiff and Class Members consistently worked hours for which they were not paid because DIGNITY Defendants frequently required Plaintiff and the Class Members to work off the clock.

156. Plaintiff is informed and believes that DIGNITY Defendants were aware that Plaintiff and the Class Members were working off the clock and that they should have been paid for this time.

157. In addition, DIGNITY Defendants failed to pay at least minimum wage for all hours worked because, upon information and belief and as alleged above, Plaintiff and Class Members were required to perform unpaid work, including, but not limited to, queuing at a single check-in point before receiving credit for the start of their shift and completing mandatory training modules

for which no paid time was allotted, for which they were not compensated at all, rather than compensated at an improperly rounded rate.

158. DIGNITY Defendants' policy and practice of not paying all minimum wages violates California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the applicable wage order.

159. Due to DIGNITY Defendants' violations of the California Labor Code and wage orders, Plaintiff and the Minimum Wage Subclass members are entitled to recover from DIGNITY Defendants their unpaid wages, statutory penalties, reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, as well as liquidated damages.

FOURTEENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 510 AND 1198

UNPAID OVERTIME

(Plaintiff and the Class Against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER)

160. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

161. During all relevant periods, DIGNITY Defendants required Plaintiff and the Class Members to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per workweek.

162. During all relevant periods, both the California Labor Code sections 1194, 1197, 510, 1198, and the pertinent wage orders required that all work performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required to be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than twice the regular rate of pay of an employee.

163. During all relevant periods, DIGNITY Defendants had a uniform policy of requiring

Plaintiff and the Class Members to work in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their regular rate of pay. Upon information and belief, DIGNITY Defendants also failed to properly compensate Plaintiff and the Class Members for hours worked in excess of twelve (12) hours in one (1) day, or eight (8) hours on the seventh (7th) day of a workweek.

164. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

165. Plaintiff is informed and believes that DIGNITY Defendants were aware that Plaintiff and the Class Members were working off the clock and that they should have been paid for this time.

166. As a result, DIGNITY Defendants failed to pay Plaintiff and the Class Members earned overtime wages and such employees suffered damages as a result.

167. In addition, upon information and belief, DIGNITY Defendants failed to incorporate all forms of compensation, including without limitation Plaintiff's approximately $600 annual bonus, shift differentials, and other incentives, into the regular rate for overtime purposes.

168. DIGNITY Defendants knew or should have known Plaintiff and the Class Members were undercompensated as a result of these practices.

169. Due to DIGNITY Defendants' violations of the California Labor Code, Plaintiff and the Class Members are entitled to recover from DIGNITY Defendants their unpaid overtime wages, reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, and statutory penalties.

FIFTEENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512(a)

UNPAID MEAL PERIOD PREMIUMS

(Plaintiff and the Class Against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER)

170. Plaintiff realleges and incorporates by reference each and every allegation in the

preceding paragraphs as if they were fully set forth herein.

171. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee.

172. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than ten (10) hours without providing a second meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. A second meal break may only be waived by mutual consent, and if the employee did not waive his or her first meal period, and the employee's work day will not exceed twelve hours.

173. For the four (4) years preceding the filing of this lawsuit, DIGNITY Defendants failed to provide Plaintiff and Class Members timely and uninterrupted first meal periods of not less than thirty (30) minutes within the first five hours of a shift.

174. For the four (4) years preceding the filing of this lawsuit, DIGNITY Defendants also failed to provide Plaintiff and Class Members timely and uninterrupted second meal periods of not less than thirty (30) minutes on shifts longer than ten hours.

175. Indeed, during the relevant time, as a consequence of DIGNITY Defendants' staffing and scheduling practices, lack of coverage, work demands, and DIGNITY Defendants' policies and practices, Plaintiff and the Class Members were not provided with legally required meal periods.

176. On information and belief, Plaintiff and Class Members did not waive their rights to meal periods under the law.

177. Plaintiff and the Class Members were not provided with valid lawful on-duty meal periods.

178. Plaintiff and the Class Members were not allowed to leave the premises during meal periods.

179. Plaintiff and the Class Members were not paid one hour of pay at their regular rate

for each day that a first or second meal period was not lawfully provided.

180. As a proximate result of the aforementioned violations, Plaintiff and the Class Members have been damaged in an amount according to proof at time of trial.

181. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover one (1) hour of premium pay for each day in which a meal period violation occurred. They are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

182. As a result of the unlawful acts of DIGNITY Defendants, Plaintiff and the Class she seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code section 3287.

SIXTEENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE § 226.7

UNPAID REST PERIOD PREMIUMS

(Plaintiff and the Class Against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER)

183. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

184. Pursuant to the IWC wage orders applicable to Plaintiff's and Class Members' employment by DIGNITY Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period.… [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof.… Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages."

185. Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

186. DIGNITY Defendants were required to authorize and permit employees such as Plaintiff and Class Members to take rest periods during shifts in excess of 3.5 hours, based upon

the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.

187. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Class Member's employment with DIGNITY Defendants, DIGNITY Defendants failed and refused to authorize and permit Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.

188. In addition, Plaintiff and the Class Members were not allowed to leave the premises during rest periods.

189. DIGNITY Defendants did not pay Plaintiff one additional hour of pay at her regular rate of pay for each day that a rest period violation occurred. On information and belief, the other members of the Class endured similar violations as a result of DIGNITY Defendants' rest period policies and practices and DIGNITY Defendants did not pay said Class Members premium pay as required by law.

190. By failing to authorize and permit Plaintiff and the Class Members to take a net ten (10) minute rest period, free from all work duties and employer control, for every four (4) hours worked or major fraction thereof — including by failing to authorize and permit two (2) rest periods on shifts of more than six (6) and up to ten (10) hours, and three (3) rest periods on shifts of more than ten (10) and up to fourteen (14) hours — and by failing to pay one (1) additional hour of pay at the regular rate of compensation for each workday on which a rest period was not authorized and permitted, DIGNITY Defendants willfully violated Labor Code section 226.7 and the applicable IWC Wage Order(s).

191. As a result of the unlawful acts of DIGNITY Defendants, Plaintiff and the Class she seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

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SEVENTEENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE § 204

FAILURE TO TIMELY PAY WAGES DUE DURING EMPLOYMENT

(Plaintiff and the Class Against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER)

192. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

193. Labor Code section 204 requires that all wages are due and payable twice in each calendar month.

194. The wages required by wage orders and Labor Code §§ 226.7, 510, 1194, 1454 and other sections became due and payable to each employee in each month that he or she was not paid minimum wage, straight or overtime wages to which he or she was entitled.

195. Defendants violated Labor Code § 204 by systematically refusing to pay wages due under the Labor Code and applicable wage orders.

196. Labor Code section 210 (a) provides that "In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follow:

> (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee.
>
> (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

197. As a result of the unlawful acts of Defendants, Plaintiff and the Class Members seek to represent have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, penalties, plus interest thereon, attorneys fees, and costs, pursuant to Labor Code § 210, 218.5, 218.6, 510, 1194.

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EIGHTEENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE § 226(a)

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(Plaintiff and the Class Against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER)

198. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

199. Labor Code section 226(a) reads in pertinent part: "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee… (4) all deductions… (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by the employee….".

200. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded…(5) Total hours worked in the payroll period and applicable rates of pay…."

201. California Labor Code section 1174 also requires DIGNITY Defendants to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees. On information and belief and based thereon, DIGNITY Defendants have knowingly and intentionally failed to comply with Labor Code section 1174, including by implementing the policies and procedures and committing the violations alleged in

the preceding causes of action and herein. DIGNITY Defendants' failure to comply with Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

202. DIGNITY Defendants have failed to record many of the items delineated in applicable Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174, including by virtue of the fact that each wage statement which failed to accurately compensate Plaintiff and Class Members for all hours worked and for missed and non-provided meal and rest periods, or which failed to include compensation for all minimum wages earned or overtime hours worked, was an inaccurate wage statement.

203. On information and belief, DIGNITY Defendants failed to implement and preserve a lawful record-keeping method to record all hours worked, meal periods, and non-provided meal and rest periods owed to employees, as required for Class Members under California Labor Code section 226 and applicable California Wage Orders. In order to determine if they had been paid the correct amount and rate for all hours worked, Plaintiff and Class Members have been, would have been, and are compelled to try to discover the required information missing from their wage statements and to perform complex calculations in light of the inaccuracies and incompleteness of the wage statements DIGNITY Defendants provided to them.

204. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage Orders, DIGNITY Defendants did not and still do not furnish each of the members of the Inaccurate Wage Statement Subclass with an accurate itemized statement in writing accurately reflecting all of the required information. Specifically, DIGNITY Defendants have also omitted accurate itemizations of total hours worked, the name and address of the legal entity that is the employer, and gross pay from Plaintiff and the Class Members' wage statements. In addition, DIGNITY Defendants have failed to provide accurate itemized wage statements as a consequence of the above-specified violations for failure to accurately pay all wages owed, accurately record all hours worked, and failure to pay meal and rest period premiums as required by law.

205. Moreover, upon information and belief, as a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage Orders, DIGNITY Defendants did not and do not maintain accurate records pertaining to the total hours worked for DIGNITY Defendants by the

members of the Inaccurate Wage Statement Subclass, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

206. Plaintiff and the members of the Inaccurate Wage Statement Subclass have suffered injury as a result of DIGNITY Defendants' failure to maintain accurate records for the members of the Inaccurate Wage Statement Subclass in that the members of the Inaccurate Wage Statement Subclass were not timely provided written accurate itemized statements showing all requisite information, such that the members of the Inaccurate Wage Statement Subclass were misled by DIGNITY Defendants as to the correct information regarding various items, including but not limited to the identity of the employer, total hours worked by the employee, gross pay, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

207. Pursuant to Labor Code section 226, and in light of DIGNITY Defendants' violations addressed above, Plaintiff and the Inaccurate Wage Statement Subclass Members are each entitled to recover up to a maximum of $4,000.00, along with an award of costs and reasonable attorneys' fees.

NINETEENTH CAUSE OF ACTION

VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.*

UNFAIR COMPETITION

(Plaintiff and the Class Against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER)

208. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

209. DIGNITY Defendants' conduct, as alleged in this complaint, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and Class Members, DIGNITY Defendants' competitors, and the general public. Plaintiff also seeks to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5.

210. DIGNITY Defendants' policies, activities, and actions as alleged herein are

violations of California law and constitute unlawful business acts and practices in violation of California Business and Professions Code §§ 17200, *et seq*.

211. A violation of California Business and Professions Code §§ 17200, *et seq*., may be predicated on the violation of any state or federal law.

212. The state law violations, including violations of the relevant IWC Wage Order, detailed herein above are the predicate violations for this cause of action. By way of example only, in the instant case DIGNITY Defendants' policy of failing to lawfully provide Plaintiff and the Class with timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders. DIGNITY Defendants further violated the law through their policies of failing to fully and accurately compensate Plaintiff and the Class Members for all hours worked, including minimum wages and overtime as well as failing to provide accurate itemized wage statement as specified above.

213. Plaintiff and the Class Members have been personally aggrieved by DIGNITY Defendants' unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

214. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff and the Class Members are entitled to restitution of the wages withheld and retained by DIGNITY Defendants during a period that commences four (4) years prior to the filing of this complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of costs.

TWENTIETH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 2800 AND 2802

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(Plaintiff and the Class Against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER)

215. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

216. Labor Code § 2802 requires employers to indemnify Plaintiff and Class Members for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

217. Plaintiff and the members of the Indemnification Subclass were required to incur expenses in the performance of their assigned job duties. For example, Plaintiff and the Indemnification Subclass were required to incur numerous out of pocket expenses, including without limitation, cellular phone expenses, in direct consequence of the discharge of their duties.

218. Upon information and belief, the DIGNITY Defendants did not reimburse Plaintiff or the Indemnification Subclass for such expenses.

219. As a result of the unlawful acts of DIGNITY Defendants, Plaintiff and the Indemnification subclass have been deprived of unreimbursed sums in amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code §2802.

TWENTY-FIRST CAUSE OF ACTION

PENALTIES UNDER PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTION 2698 ET SEQ.

(By Plaintiff and Aggrieved Employees Against Defendants DIGNITY, COMMONSPIRIT HEALTH, MERCY SAN JUAN MEDICAL CENTER and DOES 1-50**)**

220. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

221. Plaintiff gave timely written notice by online submission to the LWDA and by certified mail to Defendant of Defendants' violations of numerous provisions of the California Labor Code and the IWC Wage Orders as alleged in this complaint. All fees were paid as required by statute.

222. Plaintiff is an "aggrieved employee" as defined in Labor Code Section 2699(a), as she was employed by Defendants' during the statutory period and suffered one or more of the Labor Code violations set forth herein. She seeks to recover on behalf of herself and all other current and former aggrieved employees of Defendants the civil penalties provided by PAGA, plus reasonable attorneys' fees and costs.

223. 65 days have passed, and no response has been received from the LWDA. Accordingly, the LWDA has permitted Plaintiff to proceed in a representative capacity.

224. Plaintiff has exhausted all administrative procedures required of her under the Labor Code §§2698, 2699, 2699.3, and as a result, are justified as a matter of right in bringing forward this cause of action.

225. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint.

226. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court *in Arias v. Superior Court* (2009) 46 Cal.4th 969. Class certification of the PAGA claims is not required.

227. Pursuant to Labor Code section 2698 et seq. and 2699(a), Plaintiff seeks to recover civil penalties for which Defendants are liable due to numerous Labor Code and Wage Order violations as set forth in this Complaint.

228. Specifically, Plaintiff, on behalf of herself and the Aggrieved Employees, seeks penalties, under Labor Code §2699, for, without limitation, the claims set forth herein, including:

a. Defendants' failure to comply with the requirement of Labor Code §1182.12, 1194, 1197, 1198, and Wage Orders to pay at least minimum wage for every hour worked;
b. Defendants' failure to comply with the requirement of Labor Code §510, 1194, 1197, 1198, and Wage Orders to accurately pay all wages earned including overtime wages;
c. Defendants' failure to comply with the requirement of Labor Code §216 to pay wages after demand was made;
d. Defendants' failure to comply with the requirement of Labor Code §§204, and 210 to pay, without condition and within the time set by the applicable article, all wages, or parts thereof;
e. Defendants' failure to comply with the requirement of Labor Code §225.5 to pay wages due;
f. Defendants' failure to comply with the requirement of Labor Code §§201 and 202

to pay wages due to former employees;

g. Defendants' failure to comply with the requirement of Labor Code §203 to pay waiting time penalties to former employees;

h. Defendants' failure to comply with the requirement of Labor Code §226.7, 512, 1198, and IWC Wage Orders to provide timely, uninterrupted 30 minute off-duty meal periods;

i. Defendants' failure to comply with the requirement of Labor Code §226.7, 1198, and IWC Wage Orders to pay one hour of premium pay at the regular rate for each lawful meal break that was not provided;

j. Defendants' failure to comply with the requirement of Labor Code §226.7, 512, 1198, and IWC Wage Orders to provide timely, uninterrupted net 10 minute rest periods;

k. Defendants' failure to comply with the requirement of Labor Code §226.7, 1198, and IWC Wage Orders to pay one hour of premium pay at the regular rate for each lawful rest break that was not provided;

l. Defendants' failure to maintain accurate required records in violation of Labor Code §226, 1174, and Wage Orders;

m. Defendants' failure to pay sick leave at the proper rate in violation of Labor Code section 246(i);

n. Defendants' failure to provide required information at the time of hiring in violation of Labor Code section 2810.5;

o. Defendants' failure to provide accurate compliant wage statements under Labor Code section 226;

p. Defendants' failure to provide one day of rest in seven in violation of Labor Code sections 551-552, and 1198;

229. Plaintiff seeks civil penalties for Defendants' violation of Labor Code provisions for which a civil penalty is specifically provided, including but not limited to the following:

a. Pursuant to Labor Code §210, for violations of Labor Code §204, Defendants are

subject to a civil penalty in the amount of one hundred dollars ($100) for the initial violation for each failure to pay each employee and two hundred ($200) per employee for violations in subsequent pay periods plus 25% of the amount unlawfully withheld.

b. Pursuant to Labor Code §226.3, for violations of Labor Code §226 (a) Defendants are subject to a civil penalty in the amount of two hundred and fifty dollars ($250) per aggrieved employee for the initial pay period where a violation occurs and one thousand dollars ($1,000) per aggrieved employee for violations in subsequent pay period.

c. Pursuant to Labor Code §558(a), "[a]ny employer or other person acting on behalf of an employer who violated, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the Industrial Welfare Commission," including Labor Code §§510 and 512, shall be subject to a civil penalty, in addition to any other penalty provided by law, of fifty dollars ($50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid and one hundred dollars ($100) for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid.

d. Pursuant to Labor Code §1174.5, for violations of Labor Code §1174(d), Defendants are subject to a civil penalty of five hundred dollars ($500).

e. Pursuant to Labor Code §1197.1, an employer who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

230. Further, as a result of the acts alleged hereinabove, Plaintiff seeks penalties under Labor Code §§2698 et seq. and 2699 because of Defendants' violation of numerous provisions of the California Labor Code and IWC Wage Orders.

231. Under Labor Code §2699, Plaintiff and Aggrieved Employees are entitled to $100 for any initial violation and $200 for all subsequent violations of the above-mentioned provisions of the California Labor Code.

232. Under Labor Code §2699, Plaintiff and Aggrieved Employees should be awarded thirty-five percent (35%) of all penalties due under California law, interest, attorneys' fees and costs.

233. Under Labor Code § 2699, the State of California should be awarded sixty-five percent (65%) of the penalties due under California law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants, as follows:

Class Certification

1. That this action be certified as a class action;

2. That Plaintiff be appointed as the representative of the Class;

3. That Plaintiff be appointed as the representative of the Subclasses; and

4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

On the First Cause of Action

(Discrimination in Violation of FEHA)

1. For general damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation for lost wages, back pay, front pay, loss of benefits and other compensation, mental and emotional distress and pain and suffering;

2. For damages to compensate Plaintiff for any past, present, and future general damages;

3. For compensatory damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation lost wages and other economic losses;

4. For punitive damages;

5. For special damages according to proof;

6. For all applicable injunctive relief allowed by law;

7. For all statutory and civil penalties allowed by law, including the California Labor Code, the California Code of Regulations, and the IWC Wage Orders;

8. For reasonable attorney fees pursuant to statute, as applicable;

9. For costs and expenses of suit incurred herein;

10. For prejudgment interest on all amounts claimed; and

11. For any other and further relief that the Court considers proper.

On the Second Cause of Action

(Failure to Accommodate in Violation of FEHA)

1. For general damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation for lost wages, back pay, front pay, loss of benefits and other compensation, mental and emotional distress and pain and suffering;

2. For damages to compensate Plaintiff for any past, present, and future general damages;

3. For compensatory damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation lost wages and other economic losses;

4. For punitive damages;

5. For special damages according to proof;

6. For all applicable injunctive relief allowed by law;

7. For all statutory and civil penalties allowed by law, including the California Labor Code, the California Code of Regulations, and the IWC Wage Orders;

8. For reasonable attorney fees pursuant to statute, as applicable;

9. For costs and expenses of suit incurred herein;

10. For prejudgment interest on all amounts claimed; and

11. For any other and further relief that the Court considers proper.

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On the Third Cause of Action

(Failure to Engage in the Interactive Process in Violation of FEHA)

1. For general damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation for lost wages, back pay, front pay, loss of benefits and other compensation, mental and emotional distress and pain and suffering;

2. For damages to compensate Plaintiff for any past, present, and future general damages;

3. For compensatory damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation lost wages and other economic losses;

4. For punitive damages;

5. For special damages according to proof;

6. For all applicable injunctive relief allowed by law;

7. For all statutory and civil penalties allowed by law, including the California Labor Code, the California Code of Regulations, and the IWC Wage Orders;

8. For reasonable attorney fees pursuant to statute, as applicable;

9. For costs and expenses of suit incurred herein;

10. For prejudgment interest on all amounts claimed; and

11. For any other and further relief that the Court considers proper.

On the Fourth Cause of Action

(Harassment Based on Disability in Violation of FEHA)

1. For general damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation for lost wages, back pay, front pay, loss of benefits and other compensation, mental and emotional distress and pain and suffering;

2. For damages to compensate Plaintiff for any past, present, and future general damages;

3. For compensatory damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation lost wages and other economic losses;

4. For punitive damages;

5. For special damages according to proof;

6. For all applicable injunctive relief allowed by law;

7. For all statutory and civil penalties allowed by law, including the California Labor Code, the California Code of Regulations, and the IWC Wage Orders;

8. For reasonable attorney fees pursuant to statute, as applicable;

9. For costs and expenses of suit incurred herein;

10. For prejudgment interest on all amounts claimed; and

11. For any other and further relief that the Court considers proper.

On the Fifth Cause of Action

(Retaliation in Violation of FEHA)

1. For general damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation for lost wages, back pay, front pay, loss of benefits and other compensation, mental and emotional distress and pain and suffering;

2. For damages to compensate Plaintiff for any past, present, and future general damages;

3. For compensatory damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation lost wages and other economic losses;

4. For punitive damages;

5. For special damages according to proof;

6. For all applicable injunctive relief allowed by law;

7. For all statutory and civil penalties allowed by law, including the California Labor Code, the California Code of Regulations, and the IWC Wage Orders;

8. For reasonable attorney fees pursuant to statute, as applicable;

9. For costs and expenses of suit incurred herein;

10. For prejudgment interest on all amounts claimed; and

11. For any other and further relief that the Court considers proper.

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On the Sixth Cause of Action

(Failure to Take Reasonable Steps Necessary to Prevent and Correct Wrongful Behavior in the Workplace in Violation of FEHA)

1. For general damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation for lost wages, back pay, front pay, loss of benefits and other compensation, mental and emotional distress and pain and suffering;

2. For damages to compensate Plaintiff for any past, present, and future general damages;

3. For compensatory damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation lost wages and other economic losses;

4. For punitive damages;

5. For special damages according to proof;

6. For all applicable injunctive relief allowed by law;

7. For all statutory and civil penalties allowed by law, including the California Labor Code, the California Code of Regulations, and the IWC Wage Orders;

8. For reasonable attorney fees pursuant to statute, as applicable;

9. For costs and expenses of suit incurred herein;

10. For prejudgment interest on all amounts claimed; and

11. For any other and further relief that the Court considers proper.

On the Seventh Cause of Action

(CFRA Interference)

1. For general damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation for lost wages, back pay, front pay, loss of benefits and other compensation, mental and emotional distress and pain and suffering;

2. For damages to compensate Plaintiff for any past, present, and future general damages;

3. For compensatory damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation lost wages and other economic losses;

4. For punitive damages;

5. For special damages according to proof;

6. For all applicable injunctive relief allowed by law;

7. For all statutory and civil penalties allowed by law, including the California Labor Code, the California Code of Regulations, and the IWC Wage Orders;

8. For reasonable attorney fees pursuant to statute, as applicable;

9. For costs and expenses of suit incurred herein;

10. For prejudgment interest on all amounts claimed; and

11. For any other and further relief that the Court considers proper.

On the Eighth Cause of Action

(CFRA Retaliation)

1. For general damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation for lost wages, back pay, front pay, loss of benefits and other compensation, mental and emotional distress and pain and suffering;

2. For damages to compensate Plaintiff for any past, present, and future general damages;

3. For compensatory damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation lost wages and other economic losses;

4. For punitive damages;

5. For special damages according to proof;

6. For all applicable injunctive relief allowed by law;

7. For all statutory and civil penalties allowed by law, including the California Labor Code, the California Code of Regulations, and the IWC Wage Orders;

8. For reasonable attorney fees pursuant to statute, as applicable;

9. For costs and expenses of suit incurred herein;

10. For prejudgment interest on all amounts claimed; and

11. For any other and further relief that the Court considers proper.

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On the Ninth Cause of Action

(Retaliation for Complaints about Unpaid Wages)

1. For general damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation for lost wages, back pay, front pay, loss of benefits and other compensation, mental and emotional distress and pain and suffering;

2. For damages to compensate Plaintiff for any past, present, and future general damages;

3. For compensatory damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation lost wages and other economic losses;

4. For punitive damages;

5. For special damages according to proof;

6. For all applicable injunctive relief allowed by law;

7. For all statutory and civil penalties allowed by law, including the California Labor Code, the California Code of Regulations, and the IWC Wage Orders;

8. For reasonable attorney fees pursuant to statute, as applicable;

9. For costs and expenses of suit incurred herein;

10. For prejudgment interest on all amounts claimed; and

11. For any other and further relief that the Court considers proper.

On the Tenth Cause of Action

(Intentional Infliction of Emotional Distress)

1. For general damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation for lost wages, back pay, front pay, loss of benefits and other compensation, mental and emotional distress and pain and suffering;

2. For damages to compensate Plaintiff for any past, present, and future general damages;

3. For compensatory damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation lost wages and other economic losses;

4. For punitive damages;

5. For special damages according to proof;

6. For all applicable injunctive relief allowed by law;

7. For all statutory and civil penalties allowed by law, including the California Labor Code, the California Code of Regulations, and the IWC Wage Orders;

8. For reasonable attorney fees pursuant to statute, as applicable;

9. For costs and expenses of suit incurred herein;

10. For prejudgment interest on all amounts claimed; and

11. For any other and further relief that the Court considers proper.

On the Eleventh Cause of Action

(Battery)

1. For general damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation for lost wages, back pay, front pay, loss of benefits and other compensation, mental and emotional distress and pain and suffering;

2. For damages to compensate Plaintiff for any past, present, and future general damages;

3. For compensatory damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation lost wages and other economic losses;

4. For punitive damages;

5. For special damages according to proof;

6. For all applicable injunctive relief allowed by law;

7. For all statutory and civil penalties allowed by law, including the California Labor Code, the California Code of Regulations, and the IWC Wage Orders;

8. For reasonable attorney fees pursuant to statute, as applicable;

9. For costs and expenses of suit incurred herein;

10. For prejudgment interest on all amounts claimed; and

11. For any other and further relief that the Court considers proper.

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On the Twelfth Cause of Action

(Negligent Supervision and Retention)

1. For general damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation for lost wages, back pay, front pay, loss of benefits and other compensation, mental and emotional distress and pain and suffering;

2. For damages to compensate Plaintiff for any past, present, and future general damages;

3. For compensatory damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation lost wages and other economic losses;

4. For punitive damages;

5. For special damages according to proof;

6. For all applicable injunctive relief allowed by law;

7. For all statutory and civil penalties allowed by law, including the California Labor Code, the California Code of Regulations, and the IWC Wage Orders;

8. For reasonable attorney fees pursuant to statute, as applicable;

9. For costs and expenses of suit incurred herein;

10. For prejudgment interest on all amounts claimed; and

11. For any other and further relief that the Court considers proper.

On the Thirteenth Cause of Action

(Unpaid Minimum Wages)

1. For the unpaid balance of the full amount of any minimum wages, and regular wages owed, as well as interest thereon,

2. Penalties according to statute,

3. Liquidated damages,

4. Reasonable attorneys' fees, and costs of suit;

5. For interest and

6. For such other and further relief as the Court deems proper.

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On the Fourteenth Cause of Action

(Unpaid Overtime)

1. For the unpaid balance of the full amount of any overtime wages owed, as well as interest thereon,

2. Penalties according to statute,

3. Reasonable attorneys' fees, and costs of suit;

4. For interest and

5. For such other and further relief as the Court deems proper.

On the Fifteenth Cause of Action

(Unpaid Meal Period Premiums)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided;

2. For reasonable attorneys' fees and costs pursuant to statute; and

3. For such other and further relief as the Court deems proper.

On the Sixteenth Cause of Action

(Unpaid Rest Period Premiums)

1. For one (1) hour of premium pay for each day in which a required rest period was not lawfully authorized and permitted; and

2. For reasonable attorneys' fees and costs pursuant to statute; and

3. For such other and further relief as the Court deems proper.

On the Seventeenth Cause of Action

(Failure to Timely Pay Wages Due and Payable During Employment)

1. For unpaid wages;

2. For penalties pursuant to Labor Code § 210 and 25% of the amount of wages unlawfully withheld;

3. For interest;

4. For reasonable attorneys' fees and costs pursuant to statute; and

5. For such other and further relief as the Court deems proper.

On the Eighteenth Cause of Action

(Failure to Provide Accurate Wage Statements)

1. For statutory penalties, including penalties pursuant to Labor Code section 226;

2. For reasonable attorneys' fees and costs; and

3. For such other and further relief as the Court deems proper.

On the Nineteenth Cause of Action

(Unfair Competition)

1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of sums to Plaintiff and Class Members for the Defendants' past failure to pay overtime and regular wages, for Defendants' past failure to reimburse necessary expenses, and for premium wages for meal and rest periods that were not provided to Plaintiff and Class Members over the last four (4) years in an amount according to proof;

2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194;

3. For pre-judgment interest on any unpaid overtime wages due from the day that such amounts were due;

4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to recover under the Labor Code; and

5. For such other and further relief as the Court deems proper.

On the Twentieth Cause of Action

(Failure to Reimburse Necessary Business Expenses)

1. For unreimbursed sums;

2. For reasonable attorneys' fees and costs pursuant to statute;

3. For interest; and

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

On the Twenty-First Cause of Action

(Penalties Under the Private Attorneys General Act, Labor Code section 2698 et seq.)

1. For penalties according to proof, pursuant to Labor Code §§2698 et seq. for the

violations specified above;

2. For penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699(a) and (f);

3. For interest at the legal rate pursuant to Labor Code §§218.6, 1194, California Civil Code §§3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

4. For reasonable attorneys' fees, expenses, and costs under Labor Code §§1194, 226, 2699, and/or Code of Civil Procedure §1021.5, and/or any other applicable provisions providing for attorneys' fees and costs; and

5. For such other and further relief as the Court deems proper.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of the class and subclasses, respectfully demands a jury trial in this matter.

Date: November 10, 2026

EMPLAW, LLP

Christina M. Lucio, Esq.
Mitchell J. Murray, Esq.
Nicholas W. Schieffelin, Esq.

Attorneys for Plaintiff CASSANDRA RAMIREZ, individually, and on behalf of herself and all others similarly situated

EXHIBIT A

STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR

Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

September 3, 2026

Nicholas Schieffelin
2235 Encinitas Blvd., Suite 210
Encinitas, CA 92024

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202609-37084803
Right to Sue: Ramirez / Dignity Health et al.

Dear Nicholas Schieffelin:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department

STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR

Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
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September 3, 2026

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202609-37084803
Right to Sue: Ramirez / Dignity Health et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department

STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR

Civil Rights Department
KEVIN KISH, DIRECTOR
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
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calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

September 3, 2026

Cassandra Ramirez
2235 Encinitas Blvd, Suite 210
Encinitas, CA 92009

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202609-37084803
Right to Sue: Ramirez / Dignity Health et al.

Dear Cassandra Ramirez:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective September 3, 2026 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

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After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)

In the Matter of the Complaint of
Cassandra Ramirez CRD No. 202609-37084803

Complainant,

vs.

Dignity Health
185 Berry St
San Francisco, CA 94107

Commonspirit Health
198 Inverness Drive West
Englewood, CO 80112

Mercy San Juan Medical Center
6501 Coyle Avenue
Carmichael, CA 95608

Respondents

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1. Respondent **Dignity Health** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2.Complainant is naming **Commonspirit Health** business as Co-Respondent(s).
Complainant is naming **Mercy San Juan Medical Center** business as Co-Respondent(s).

3. Complainant **Cassandra Ramirez**, resides in the City of **Encinitas,** State of **CA.**

4. Complainant alleges that on or about **January 5, 2026**, respondent took the following adverse actions:

Complainant was harassed because of complainant's other, disability (physical, intellectual/developmental, mental health/psychiatric).

Complainant was discriminated against because of complainant's other, disability (physical, intellectual/developmental, mental health/psychiatric) and as a result of the

Date Filed: September 3, 2026

discrimination was other, denied work opportunities or assignments, denied accommodation for a disability.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation and as a result was other, denied work opportunities or assignments, denied accommodation for a disability.

Additional Complaint Details:

Date Filed: September 3, 2026

VERIFICATION

I, **Nicholas Schieffelin**, am the **Attorney** in the above-entitled complaint. I have read the foregoing complaint and know the contents thereof. The matters alleged are based on information and belief, which I believe to be true. The matters alleged are based on information and belief, which I believe to be true.

On September 3, 2026, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Encinitas California

Date Filed: September 3, 2026