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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JEANETTE CASTILLO, an individual, and
on behalf of the State of California, as a
private attorney general,

Plaintiff,

vs.

POMONA VALLEY HOSPITAL MEDICAL
CENTER, a California Corporation; and DOES 1
through 50, inclusive,

Defendant.

Case No. **25PSCV00175**

COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code §
2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 218, 221,
226(a), 226.7, 227.3, 246, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2100, 2802, California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), California Code of
Regulations, Title 8, Section 11070(14)
(Failure to Provide Seating), and Violation
of Applicable Industrial Welfare Commission
Wage Order(s);

2. Discrimination and Retaliation in
Violation of FEHA; and,

3. Wrongful Termination in Violation of
Public Policy.

DEMAND FOR A JURY TRIAL

1 Jeanette Castillo (“PLAINTIFF”), on behalf of the people of the State of California and as
2 an “aggrieved employee” acting as a private attorney general under the Labor Code Private Attorney
3 General Act of 2004, § 2699 (“PAGA”) with regard to the First Cause of Action, and as an individual
4 with regard to the Second and Third Causes of Action, alleges on information and belief, except for
5 her own acts and knowledge which are based on personal knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings the First Cause of Action against Defendant Pomona Valley
8 Hospital Medical Center (referred to as “DEFENDANT”) seeking only to recover PAGA civil
9 penalties on behalf of all current and former aggrieved employees that worked for DEFENDANT.
10 PLAINTIFF does **not seek to recover anything other than penalties as permitted by California**
11 **Labor Code § 2699**. To the extent that statutory violations are mentioned for wage violations,
12 PLAINTIFF does not seek underlying general and/or special damages for those violations, but simply
13 the civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
15 on behalf of herself and on behalf of others for PAGA penalties *only*, which is the precise and sole
16 nature of this action.

17 3. Accordingly, as to the First Cause of Action, PLAINTIFF seeks to obtain all applicable
18 relief for DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA.

20 4. As to the First Cause of Action, PLAINTIFF is not suing in her individual capacity, she
21 is proceeding solely under the PAGA, on behalf of the State of California for all aggrieved employees,
22 including herself and other aggrieved employees. With regard to the First Cause of Action, nothing in
23 this complaint should be construed as PLAINTIFF suing in her individual capacity.

24 5. PLAINTIFF brings the Second and Third Causes of Action individually against
25 DEFENDANT for special damages, punitive damages, pre-judgment interest, costs and reasonable
26 attorneys’ fees as set forth below.

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THE PARTIES

6. Pomona Valley Hospital Medical Center (“DEFENDANT”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

7. DEFENDANT provides health services.

8. PLAINTIFF was employed by DEFENDANT in California from 2007 to October 16, 2024. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

9. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect to herself and all individuals who are or previously were employed by DEFENDANT in California, including any employees staffed with DEFENDANT by a third party, and classified as non-exempt employees (“AGGRIEVED EMPLOYEES”) during the time period of November 7, 2023 until a date as determined by the Court (the “PAGA PERIOD”).

10. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s violation of California Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s). Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699.

11. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of DEFENDANT DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who therefore sues these DEFENDANT by such fictitious names pursuant to Cal. Civ.

1 Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and
2 capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and
3 believes, and based upon that information and belief alleges, that the DEFENDANT named in this
4 Complaint, including DOES 1 through 50, inclusive, are responsible in some manner for one or more
5 of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

6 12. The agents, servants and/or employees of the DEFENDANT and each of them acting
7 on behalf of the DEFENDANT acted within the course and scope of his, her or its authority as the
8 agent, servant and/or employee of the DEFENDANT, and personally participated in the conduct
9 alleged herein on behalf of the DEFENDANT with respect to the conduct alleged herein.
10 Consequently, the acts of each Defendant are legally attributable to the other DEFENDANT and all
11 DEFENDANT are jointly and severally liable to PLAINTIFF and all the AGGRIEVED EMPLOYEES,
12 for the loss sustained as a proximate result of the conduct of the DEFENDANT's agents, servants
13 and/or employees.

14 THE CONDUCT

15 13. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
16 required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning
17 the time during which an employee is subject to the control of an employer, including all the time the
18 employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and the AGGRIEVED
19 EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control.
20 Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is
21 supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
22 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break.
23 DEFENDANT, as a matter of established company policy and procedure, administers a uniform
24 practice of rounding the actual time worked and recorded by PLAINTIFF and the AGGRIEVED
25 EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment,
26 PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been paid had
27 they been paid for actual recorded time rather than "rounded" time. Additionally, DEFENDANT
28 engages in the practice of requiring PLAINTIFF and the AGGRIEVED EMPLOYEES to perform work

1 off the clock in that DEFENDANT, as a condition of employment, required these employees to submit
2 to mandatory temperature checks and symptom questionnaires for COVID-19 screening prior to
3 clocking into DEFENDANT's timekeeping system for the workday. As a result, PLAINTIFF and the
4 AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
5 breaks by working without their time being correctly recorded and without compensation at the
6 applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the AGGRIEVED
7 EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records.

8 14. State law provides that employees must be paid overtime and meal and rest break
9 premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the AGGRIEVED
10 EMPLOYEES are compensated at an hourly rate plus incentive pay that is tied to specific elements of
11 an employee's performance.

12 15. The second component of PLAINTIFF's and the AGGRIEVED EMPLOYEES'
13 compensation is DEFENDANT's non-discretionary incentive program that paid PLAINTIFF and the
14 AGGRIEVED EMPLOYEES incentive wages based on their performance for DEFENDANT. The
15 non-discretionary incentive program provided all employees paid on an hourly basis with incentive
16 compensation when the employees met the various performance goals set by DEFENDANT. However,
17 when calculating the regular rate of pay in order to pay overtime and meal and rest break premiums to
18 PLAINTIFF and the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
19 compensation as part of the employees' "regular rate of pay" for purposes of calculating overtime pay
20 and meal and rest break premium pay. Management and supervisors described the incentive program
21 to potential and new employees as part of the compensation package. As a matter of law, the incentive
22 compensation received by PLAINTIFF and the AGGRIEVED EMPLOYEES must be included in the
23 "regular rate of pay." The failure to do so has resulted in a underpayment of overtime compensation
24 and meal and rest break premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by
25 DEFENDANT.

26 16. As a result of their rigorous work schedules, PLAINTIFF and the AGGRIEVED
27 EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks and were
28 not fully relieved of duty for their meal periods. PLAINTIFF and the AGGRIEVED EMPLOYEES

1 were required from time to time to perform work as ordered by DEFENDANT for more than five (5)
2 hours during some shifts without receiving a meal break. Further, DEFENDANT from time to time
3 failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal period
4 for some workdays in which these employees were required by DEFENDANT to work ten (10) hours
5 of work. DEFENDANT also engaged in the practice of rounding the meal period times to avoid paying
6 penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the AGGRIEVED
7 EMPLOYEES therefore forfeit meal breaks without additional compensation and in accordance with
8 DEFENDANT's corporate policy and practice.

9 17. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED EMPLOYEES were
10 also required from time to time to work in excess of four (4) hours without being provided ten (10)
11 minute rest periods. Further, these employees were denied their first rest periods of at least ten (10)
12 minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and
13 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8)
14 hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some
15 shifts worked of ten (10) hours or more from time to time. PLAINTIFF and the AGGRIEVED
16 EMPLOYEES were also not provided with one hour wages in lieu thereof. Additionally, the
17 applicable California Wage Order requires employers to provide employees with off-duty rest periods,
18 which the California Supreme Court defined as time during which an employee is relieved from all
19 work related duties and free from employer control. In so doing, the Court held that the requirement
20 under California law that employers authorize and permit all employees to take rest period means that
21 employers must relieve employees of all duties and relinquish control over how employees spend their
22 time which includes control over the locations where employees may take their rest period. Employers
23 cannot impose controls that prohibit an employee from taking a brief walk - five minutes out, five
24 minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED
25 EMPLOYEES from unconstrained walks and is unlawful based on DEFENDANT's rule which states
26 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during their rest
27 period.
28

1 18. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
2 PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these employees
3 worked. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required
4 to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, meaning the time during
5 which an employee was subject to the control of an employer, including all the time the employee was
6 permitted or suffered to permit this work. DEFENDANT required these employees to work off the
7 clock without paying them for all the time they were under DEFENDANT's control. As such,
8 DEFENDANT knew or should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES
9 were under compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
10 EMPLOYEES forfeited time worked by working without their time being accurately recorded and
11 without compensation at the applicable minimum wage and overtime wage rates. To the extent that
12 the time worked off the clock does not qualify for overtime premium payment, DEFENDANT failed
13 to pay minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197,
14 and 1197.1.

15 19. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
16 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to show,
17 among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every
18 employer shall furnish each of his or her employees with an accurate itemized wage statement in
19 writing showing, among other things, gross wages earned and all applicable hourly rates in effect
20 during the pay period and the corresponding amount of time worked at each hourly rate. PLAINTIFF
21 and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements
22 should reflect all applicable hourly rates during the pay period and the total hours worked, and the
23 applicable pay period in which the wages were earned pursuant to California Labor Code Section
24 226(a). The wage statements DEFENDANT provided to PLAINTIFF and the AGGRIEVED
25 EMPLOYEES failed to identify such information. More specifically, the wage statements failed to
26 identify the accurate total hours worked each pay period. When the hours shown on the wage
27 statements were added up, they did not equal the actual total hours worked during the pay period in
28 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph,

1 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the requirements
2 under California Labor Code 226. As a result, DEFENDANT from time to time provided PLAINTIFF
3 and the AGGRIEVED EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

4 20. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed
5 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid
6 not more than seven (7) calendar days following the close of the payroll period. Cal. Lab. Code § 210
7 provides:

8 [I]n addition to, and entirely independent and apart from, any other penalty provided in
9 this article, every person who fails to pay the wages of each employee as provided in
10 Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial
11 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.

12 21. DEFENDANT from time to time failed to pay PLAINTIFF and the AGGRIEVED
13 EMPLOYEES within seven (7) days of the close of the payroll period in accordance with Cal. Lab.
14 Code § 204(d), including but not limited to for the “Hourly” regular wage payments.

15 22. DEFENDANT underpaid sick pay wages to PLAINTIFF and the AGGRIEVED
16 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab. Code
17 Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-discretionary
18 remuneration, including, but not limited to, incentives, shift differential pay, and bonuses. Rather than
19 pay sick pay at the regular rate of pay, DEFENDANT underpays sick pay to PLAINTIFF and the
20 AGGRIEVED EMPLOYEES at their base rates of pay.

21 23. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
22 employees be calculated by dividing the employee’s total wages, not including overtime premium pay,
23 by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.

24 24. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at the
25 regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely earned non-
26 discretionary incentive wages which increased their regular rate of pay. However, when sick pay was
27 paid, it was paid at the base rate of pay for PLAINTIFF and the AGGRIEVED EMPLOYEES, as
28 opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code Section 246.

1 25. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and the
2 AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time penalties pursuant
3 to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and believes and based thereon alleges
4 that such failure to pay sick pay at regular rate was willful, such that the AGGRIEVED EMPLOYEES
5 whose employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
6 Sections 201-203.

7 26. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer to
8 collect or receive from an employee any part of wages theretofore paid by said employer to said
9 employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and the AGGRIEVED
10 EMPLOYEES, made unlawful deductions from compensation payable to PLAINTIFF and the
11 AGGRIEVED EMPLOYEES, failed to disclose all aspects of the deductions from compensation
12 payable to PLAINTIFF and the AGGRIEVED EMPLOYEES, and thereby failed to pay these
13 employees all wages due at each applicable pay period and upon termination.

14 27. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
15 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred by the
16 PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of discharging their duties
17 on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are required to
18 indemnify employees for all expenses incurred in the course and scope of their employment. Cal. Lab.
19 Code § 2802 expressly states that "an employer shall indemnify his or her employee for all necessary
20 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her
21 duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the
22 employee, at the time of obeying the directions, believed them to be unlawful."

23 28. In the course of their employment PLAINTIFF and the AGGRIEVED EMPLOYEES
24 as a business expense, were required by DEFENDANT to use their own personal cellular phones as
25 a result of and in furtherance of their job duties as employees for DEFENDANT but are not reimbursed
26 or indemnified by DEFENDANT for the cost associated with the use of their personal cellular phones
27 for DEFENDANT's benefit. Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were
28 required by DEFENDANT to use their personal cellular phones. As a result, in the course of their

1 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES incurred
2 unreimbursed business expenses which included, but were not limited to, costs related to the use of
3 their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

4 29. In violation of the applicable sections of the California Labor Code and the requirements
5 of the applicable Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a matter of
6 company policy, practice and procedure, intentionally, knowingly and systematically failed to provide
7 PLAINTIFF and the other AGGRIEVED EMPLOYEES suitable seating when the nature of these
8 employees' work reasonably permitted sitting.

9 30. DEFENDANT knew or should have known that PLAINTIFF and other AGGRIEVED
10 EMPLOYEES were entitled to suitable seating and/or were entitled to sit when it did not interfere with
11 the performance of their duties, and that DEFENDANT did not provide suitable seating and/or did not
12 allow them to sit when it did not interfere with the performance of their duties.

13 31. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
14 EMPLOYEES, DEFENDANT violated California Labor Code Section 1198 and Wage Order 4-2001,
15 Section 14 by failing to provide suitable seats. PLAINTIFF seeks penalties on behalf of PLAINTIFF
16 and other AGGRIEVED EMPLOYEES as provided herein. Providing suitable seating is the
17 DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of the obligation to meet
18 this burden, DEFENDANT violated the California Labor Code and regulations promulgated thereunder
19 as herein alleged.

20 32. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
21 terminated and DEFENDANT has not tendered payment of all wages owed as required by law.
22 Additionally, at all times during the term of PLAINTIFF's employment with DEFENDANT,
23 PLAINTIFF and other AGGRIEVED EMPLOYEES earned and accrued vested vacation and
24 holiday time on the date of their termination pursuant to DEFENDANT's uniform vacation
25 policies and applicable California law. The amount of vacation pay PLAINTIFF and the other
26 AGGRIEVED EMPLOYEES earned and accumulated is evidenced by DEFENDANT's
27 business records. Additionally, DEFENDANT also underpaid accrued vested vacation wages
28 to PLAINTIFF and other AGGRIEVED EMPLOYEES by failing to pay such wages at the

1 regular rate of pay and more specifically the final rate of pay that included all non-discretionary
2 incentive compensation. Rather than pay vacation wages at the regular rate of pay,
3 DEFENDANT underpaid vacation wages to PLAINTIFF and other AGGRIEVED
4 EMPLOYEES at their base rates of pay, instead of including all of the PLAINTIFF's and other
5 AGGRIEVED EMPLOYEES' non-discretionary incentive compensation into the vacation
6 wage payment calculations. DEFENDANT failed to specify in DEFENDANT's written
7 vacation policy the rate at which PLAINTIFF and other AGGRIEVED EMPLOYEES would
8 be paid vacation upon leaving employment with DEFENDANT. As a result of DEFENDANT's
9 unlawful practice, policy and procedure to deny paying the PLAINTIFF and other
10 AGGRIEVED EMPLOYEES all of their vested vacation and holiday time, DEFENDANT
11 failed to pay the PLAINTIFF and other AGGRIEVED EMPLOYEES all vested vacation time
12 as wages due upon employment termination, in violation of the California Labor Code,
13 Sections 201, 202, 203 and 227.3. Similarly, DEFENDANT underpaid waiting time penalties
14 to PLAINTIFF and other AGGRIEVED EMPLOYEES at their base rates of pay, instead of
15 including all of the PLAINTIFF's and other AGGRIEVED EMPLOYEES' non-discretionary
16 compensation into the waiting time penalty calculations. This failure by DEFENDANT is
17 believed to be the result of DEFENDANT's unlawful, unfair and deceptive refusal to provide
18 compensation for earned, accrued and vested vacation and holiday time, as well as the
19 corresponding waiting time penalties that were paid. DEFENDANT perpetrated this unlawful,
20 unfair and deceptive practice to the detriment of PLAINTIFF and other AGGRIEVED
21 EMPLOYEES. DEFENDANT's uniform practice and policy of failing to pay PLAINTIFF and
22 other AGGRIEVED EMPLOYEES for all vested vacation and holiday time accumulated at
23 employment termination violated and continues to violate Section 227.3 of the California Labor
24 Code.

25 26 **JURISDICTION AND VENUE**

27 33. This Court has jurisdiction over this Action pursuant to California Code of Civil
28 Procedure, Section 410.10.

1 34. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections
2 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and DEFENDANT (i)
3 currently maintains and at all relevant times maintained offices and facilities in this County and/or
4 conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged
5 in this County against PLAINTIFF and other AGGRIEVED EMPLOYEES.

6
7 **FIRST CAUSE OF ACTION**

8 **For Violation of the Private Attorneys General Act**

9 **[Cal. Lab. Code §§ 2698]**

10 **(By PLAINTIFF and Against All Defendants)**

11 35. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein,
12 the prior paragraphs of this Complaint.

13 36. PAGA is a mechanism by which the State of California itself can enforce state labor
14 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor
15 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law
16 enforcement action designed to protect the public and not to benefit private parties. The purpose of
17 the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as
18 private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature
19 specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys
20 general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly,
21 PAGA claims cannot be subject to arbitration.

22 37. PLAINTIFF, and such persons that may be added from time to time who satisfy the
23 requirements and exhaust the administrative procedures under the Private Attorney General Act, brings
24 this Representative Action on behalf of the State of California with respect to herself and all
25 individuals who are or previously were employed by DEFENDANT in California, including any
26 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
27 ("AGGRIEVED EMPLOYEES") during the time period of November 7, 2023 until a date as
28 determined by the Court (the "PAGA PERIOD").

1 38. On November 6, 2024, PLAINTIFF gave written notice by electronic mail to the Labor
2 and Workforce Development Agency (the "Agency") and by certified mail to the employer of the
3 specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. *See*
4 **Exhibit #1**, attached hereto and incorporated by this reference herein (*PAGA Notice only without draft*
5 *complaint*). The statutory waiting period for PLAINTIFF to add these allegations to the Complaint has
6 expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative
7 civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect
8 to all AGGRIEVED EMPLOYEES as herein defined.

9 39. The policies, acts and practices heretofore described were and are an unlawful business
10 act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the AGGRIEVED
11 EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally
12 required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages and
13 sick pay wages, (e) failed to reimburse employees for required expenses, (f) failed to provide wages
14 when due, and (g) failed to provide suitable seating, all in violation of the applicable Labor Code
15 sections listed in Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246,
16 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations,
17 Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section
18 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s), and thereby gives rise
19 to civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of civil penalties as
20 prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State
21 of California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

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28 ¹As to the First Cause of Action alleging violations of the PAGA, Plaintiff specifically excludes
and/or does not allege any claims under California Labor Code §558(a)(3).

SECOND CAUSE OF ACTION

[Discrimination and Retaliation For the Exercise of Rights Guaranteed Under the FEHA, Participating in Protected Activities, and/or Opposing DEFENDANT's Failure to Provide Such Rights]

Violation of FEHA Government Section 12900

(By PLAINTIFF Against All Defendants)

40. PLAINTIFF realleges and incorporates by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

41. In August of 2022, PLAINTIFF filed a worker's compensation lawsuit against DEFENDANT due to an injury she suffered while working for DEFENDANT. PLAINTIFF's injuries included severe pain to her right hand when DEFENDANT was negligent in the care of their equipment which ultimately led to her injury. As a result of PLAINTIFF's good faith complaints and worker's compensation claim, DEFENDANT refused to accommodate PLAINTIFF's injury, denied PLAINTIFF employment opportunities, privileges, and wages under the Labor Code, and PLAINTIFF was plagued with ongoing work pressures, obligations, and mistreatment by her supervisors as a result of PLAINTIFF's willingness to raise formal complaints described herein. Furthermore, the continuous stress and discrimination at work caused PLAINTIFF to feel afraid of going into work each day. As a result of the good faith complaints PLAINTIFF made to DEFENDANT regarding the discriminatory practices stated above, and in direct retaliation for those complaints, DEFENDANT refused to make proper accommodations for PLAINTIFF's injury and as a result, PLAINTIFF continued to anguish in pain while employed by DEFENDANT. As a result of the good faith complaints and in direct retaliation for these complaints, DEFENDANT wrongfully terminated PLAINTIFF's employment on October 16, 2024. Prior to filing this action PLAINTIFF exhausted her administrative remedies by filing a timely administrative complaint with the Department of Fair Employment and Housing ("DFEH") and received a DFEH Right to Sue letter on November 6, 2024.

1 42. DEFENDANT's conduct, as alleged, violated FEHA, Government Code
2 Section 12900, and DEFENDANT committed unlawful employment practices, including
3 the following bases for liability:

4 a. Taking adverse employment actions against PLAINTIFF, including
5 discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or
6 otherwise discriminating against PLAINTIFF, in whole or in part on the basis of
7 PLAINTIFF's medical condition in violation of Government Code Section 12940(a);

8 b. Harassing PLAINTIFF and/or creating a hostile work environment, in
9 whole or in part on the basis of PLAINTIFF's medical condition;

10 c. Failing to take all reasonable steps to prevent discrimination and
11 harassment based on medical condition in violation of Government Code section 12940(k);

12 d. Retaliating against PLAINTIFF for seeking to exercise rights
13 guaranteed under FEHA, participating in protected activities, and/or opposing
14 DEFENDANT's failure to provide such rights, in violation of Government Code Section
15 12940(h).

16 43. As a proximate result of DEFENDANT's willful, knowing, and intentional
17 discrimination against PLAINTIFF, PLAINTIFF has sustained and continues to sustain
18 substantial losses of earnings and other employment benefits.

19 44. As a proximate result of DEFENDANT's willful, knowing, and intentional
20 discrimination against PLAINTIFF, PLAINTIFF has suffered and continues to suffer
21 humiliation, emotional distress, and physical and mental pain and anguish, all to
22 PLAINTIFF's damage in a sum according to proof. As a result of the good faith complaints
23 and in direct retaliation for these complaints, DEFENDANT wrongfully terminated
24 PLAINTIFF's employment on October 16, 2024.

25 45. PLAINTIFF has incurred and continues to incur legal expenses and attorneys'
26 fees. Pursuant to Government Code Section 12965(b), PLAINTIFF is entitled to recover
27 reasonable attorneys' fees and costs (including expert costs) in an amount according to
28 proof.

1 46. DEFENDANT's misconduct was committed intentionally, in a malicious,
2 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages
3 against DEFENDANT.

4
5 **THIRD CAUSE OF ACTION**

6 **For Wrongful Termination in Violation of Public Policy**

7 **(By PLAINTIFF Against All Defendants)**

8 47. PLAINTIFF realleges and incorporate by this reference, as though fully set
9 forth herein, the prior paragraphs of this Complaint.

10 48. In August of 2022, PLAINTIFF filed a worker's compensation lawsuit against
11 DEFENDANT due to an injury she suffered while working for DEFENDANT.
12 PLAINTIFF's injuries included severe pain to her right hand when DEFENDANT was
13 negligent in the care of their equipment which ultimately led to her injury. As a result of
14 PLAINTIFF's good faith complaints and worker's compensation claim, DEFENDANT
15 refused to accommodate PLAINTIFF's injury, denied PLAINTIFF employment
16 opportunities, privileges, and wages under the Labor Code, and PLAINTIFF was plagued
17 with ongoing work pressures, obligations, and mistreatment by her supervisors as a result of
18 PLAINTIFF's willingness to raise formal complaints described herein. Furthermore, the
19 continuous stress and discrimination at work caused PLAINTIFF to feel afraid of going into
20 work each day. As a result of the good faith complaints PLAINTIFF made to
21 DEFENDANT regarding the discriminatory practices stated above, and in direct retaliation
22 for those complaints, DEFENDANT refused to make proper accommodations for
23 PLAINTIFF'S injury and as a result, PLAINTIFF continued to anguish in pain while
24 employed by DEFENDANT. As a result of the good faith complaints and in direct
25 retaliation for these complaints, DEFENDANT wrongfully terminated PLAINTIFF's
26 employment on October 16, 2024. Prior to filing this action PLAINTIFF exhausted her
27 administrative remedies by filing a timely administrative complaint with the Department of
28

1 Fair Employment and Housing (“DFEH”) and received a DFEH Right to Sue letter on
2 November 6, 2024.

3 49. Within the State of California there exists a substantial and fundamental public
4 policy, set forth in the California Government Code §12900, which forbids harassment and
5 retaliation for reporting illegal conduct and/or requesting protected leave. Unlawful
6 harassment includes the right to be free from unwanted, offensive harassment, and the right
7 to protest such conduct without fear of retaliation or further harm. This public policy of the
8 state is one that benefits the public at large and guarantees the rights of an employee to
9 perform their work free from medical condition and/or requesting protected leave/FMLA
10 harassment/discrimination/retaliation.

11 50. The motivating reason(s) for PLAINTIFF’s termination were retaliation for
12 reporting illegal workplace conduct and/or medical condition and/or requesting protected
13 leave under the FMLA and PLAINTIFF’s protests and/or resistance thereof. PLAINTIFF’s
14 discharge from PLAINTIFF’s position of employment was in violation of the public
15 policies of the State of California.

16 51. As a result of DEFENDANT’s actions, PLAINTIFF has suffered substantial
17 losses in earnings and employment benefits and emotional distress in an amount to be
18 determined according to proof at trial.

19 52. In doing the acts herein alleged, DEFENDANT acted with malice and
20 oppression, and with a conscious disregard of PLAINTIFF’s rights, and PLAINTIFF is
21 entitled to exemplary and punitive damages from DEFENDANT in an amount to be
22 determined to punish DEFENDANT and to deter such wrongful conduct in the future.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
25 severally, as follows:

- 26 1. For the First Cause of Action on behalf of the State of California and with respect
27 to all AGGRIEVED EMPLOYEES:
28

1 A) Recovery of civil penalties as prescribed by the Labor Code Private
2 Attorneys General Act of 2004; and,

3 B) An award of attorneys' fees and cost of suit, as allowable under the law,
4 including, but not limited to, pursuant to Labor Code §2699;

5 2. For the Second and Third and Causes of Action on behalf of PLAINTIFF
6 Individually:

7 A) For all special damages which were sustained as a result of
8 DEFENDANT's conduct, including, but not limited to, back pay, front
9 pay, lost compensation and job benefits that PLAINTIFF would have
10 received but for the retaliatory practices of DEFENDANT;

11 B) For all exemplary damages, according to proof, which were sustained
12 as a result of DEFENDANT's conduct;

13 C) An award of interest, including prejudgment interest at the legal rate

14 D) Such other and further relief as the Court deems just and equitable;
15 and,

16 E) An award of penalties, attorneys' fees and cost of suit.
17

18 Dated: January 17, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
19

20 By: /s/ Nicholas De Blouw

21 Norman B. Blumenthal
22 Nicholas J. De Blouw

23 *Attorneys for Plaintiff*
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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: January 17, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas De Blouw
Norman B. Blumenthal
Nicholas J. De Blouw
Attorneys for Plaintiff

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:

1004

November 6, 2024

CA3444

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Pomona Valley Hospital Medical Center
Certified Mail #9589071052701502087930
Darlene Scaffiddi
1798 N. Garey Avenue
Pomona, California 91767

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Pomona Valley Hospital Medical Center in California, including any employees staffed with Pomona Valley Hospital Medical Center by a third party, and classified as non-exempt employees during the time period of November 7, 2023 until a date as determined by the Court. Our offices represent Plaintiff Jeanette Castillo (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Jeanette Castillo (“Defendant”). Plaintiff was employed by Defendant in California from 2007 until October 16, 2024. Plaintiff has been at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these

employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.