

1 Gloria R. Allred, SBN 65033
2 Nathan Goldberg, SBN 61292
3 Dolores Y. Leal, SBN 134176
4 **ALLRED, MAROKO & GOLDBERG**
5 6300 Wilshire Boulevard, Suite 1500
6 Los Angeles, CA 90048-5217
7 Telephone: (323) 653-6530
8 ngoldberg@amglaw.com
9 dleal@amglaw.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/10/2024 4:37 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Gamero, Deputy Clerk

10 **Attorneys for Plaintiffs, MAYRA CASTANEDA, et al.**

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

13 MAYRA CASTANEDA, an individual;)
14 LORENZA BERNAL, an individual; SONIA)
15 RODRIGUEZ, an individual; DOLORES)
16 AGUILAR, an individual; QUENNIE)
17 REYNA, an individual; SCOTT)
18 BYINGTON, an individual; MARICELA)
19 GARAY BARAJAS, an individual; JAMES)
20 BLANKENSHIP, an individual; and)
21 ARLENE NIELSEN, an individual,)

22 Plaintiffs,)

23 vs.)

24 PRIME HEALTHCARE, a business entity,)
25 form unknown; ST. FRANCIS MEDICAL)
26 CENTER LLC, a California corporation and)
27 DOES 1-50, Inclusive,)

28 Defendants.)

CASE NO: 24CMCV00046

COMPLAINT FOR DAMAGES

1. **RETALIATION (WRONGFUL TERMINATION) IN VIOLATION OF LABOR CODE SECTION 1102.5**
2. **RETALIATION (WRONGFUL TERMINATION) IN VIOLATION OF LABOR CODE SECTION 98.6**
3. **RETALIATION (WRONGFUL TERMINATION) IN VIOLATION OF LABOR CODE SECTION 6310**
4. **RETALIATION (WRONGFUL TERMINATION) IN VIOLATION OF LABOR CODE SECTION 232.5**
5. **RETALIATION (WRONGFUL TERMINATION) IN VIOLATION OF HEALTH AND SAFETY CODE SECTION 1278.5**

1 Plaintiffs MAYRA CASTANEDA, LORENZA BERNAL, SONIA RODRIGUEZ,
2 DOLORES AGUILAR, QUENNIE REYNA, SCOTT BYINGTON, MARICELA GARAY
3 BARAJAS, JAMES BLANEKESHIP and ARLENE NIELSEN (hereinafter collectively
4 “Plaintiffs”) hereby allege as follows:

5 **INTRODUCTORY STATEMENT**

6 Plaintiffs are healthcare workers who, after Defendant Prime Healthcare acquired
7 Defendant St. Francis Medical Center have opposed, protested and complained to management
8 and through their Unions about what they believe to be unlawful employment practices resulting
9 in adverse patient health/safety care issues.

10 Inasmuch as Defendants were turning a “deaf ear and blind eye,” Plaintiffs obtained
11 letters of support from public/government officials. On November 30, 2023, Plaintiffs hand
12 delivered the letters of support and other supporting documents to Defendant Prime Healthcare.
13 Two weeks later Defendants suspended Plaintiffs and thereafter terminated them.

14 **GENERAL ALLEGATIONS**

15 1. Plaintiffs MAYRA CASTANEDA, LORENZA BERNAL, SONIA
16 RODRIGUEZ, DOLORES AGUILAR, QUENNIE REYNA, SCOTT BYINGTON,
17 MARICELA GARAY BARAJAS, JAMES BLANKESHIP and ARLENE NIELSEN
18 are health care workers who at all relevant times mentioned herein resided in the County of
19 Los Angeles, State of California.

20 2. Plaintiffs are informed and believe, and based thereon allege, that Defendant
21 **PRIME HEALTHCARE (hereinafter “Prime”)** is, and at all times relevant herein was
22 doing substantial business in the County of Los Angeles, State of California.

23 3. Plaintiffs are informed and believe, and based thereon allege, that Defendant
24 **ST. FRANCIS MEDICAL CENTER (hereinafter “St. Francis”)** is, and at all times
25 relevant herein was doing substantial business in the County of Los Angeles, State of
26 California.

27 4. Plaintiffs are informed and believe, and based thereon alleges that at all relevant
28

1 times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
2 controlling shareholder, subsidiary, affiliate, parent corporation, successor interest, and/or
3 predecessor in interest of some or all of the other Defendants, and was engaged with some or
4 all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
5 some or all of the other Defendants so as to be liable for their conduct with respect to the
6 matters alleged below.

7 5. Plaintiffs are informed and believe, and based thereon allege that each Defendant
8 acted pursuant to and within the scope of the relationships alleged above, that each Defendant
9 knew or should have known about, and authorized, ratified, adopted, approved, controlled, and
10 aided and abetted the conduct of all other Defendants.

11 6. Venue properly lies in the county of Los Angeles in that the Plaintiffs all resided
12 in the county during the relevant times; all Defendants reside in this county and that the
13 conduct described herein was committed in this county.

14 7. The true names and capacities, whether individual, corporate, partnership,
15 associate or otherwise, of Defendants sued herein as DOES 1 through 50, inclusive, are
16 currently unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names.
17 Plaintiffs are informed and believe, and based thereon alleges, that each of the Defendants
18 designated herein as a DOE is legally responsible in some manner for the events and
19 happenings referred to herein and caused injury and damage proximately thereby to Plaintiffs
20 as hereinafter alleged. Plaintiffs will seek leave of court to amend this Complaint to show the
21 true names and capacities of the Defendants designated herein as DOES when the same have
22 been ascertained. Whenever in this complaint reference is made to "Defendants," such
23 allegation shall be deemed to mean the acts of Defendants acting individually, jointly, and/or
24 severally.

25 8. Except as hereinafter specifically described, Defendants and each of them, are
26 and were the agents of the other Defendants, and in acting as described herein were acting
27 within the scope or their authority as agents thereof, and with the permission and consent of
28

1 the other Defendants.

2 **FACTUAL ALLEGATIONS RELEVANT TO ALL PARTIES**

3 9. Plaintiffs are all health care workers who were employed by Defendants Prime
4 and St. Francis ranging from 28 to 3 years. Plaintiffs have dedicated their professional lives to
5 ensuring quality patient care.

6 10. Throughout their careers, Plaintiffs have made tremendous sacrifices on behalf
7 of patients. In fact, since the pandemic in 2020, Plaintiffs became known as “essential health
8 care workers” who risked their lives caring for patients. Many times, they worked 18 + hour
9 days caused by Defendants’ failure and/or refusal to hire sufficient health care workers.

10 11. Defendant St. Francis describes itself in its website as being “recognized for its
11 full range of diagnostic and treatment services in specialties including cardiovascular,
12 surgical, orthopedics, and community outreach programs. We are an approved Primary Stroke
13 Care Center and STEMI Receiving Center for Los Angeles County and are the only trauma
14 center in our service area.”

15 12. Plaintiffs are informed and believe that Defendant Prime is a corporate
16 conglomerate which purchases hospitals/medical centers who are experiencing financial
17 difficulties.

18 13. The Plaintiffs who were employed by Defendant St. Francis prior to August
19 2020 when Defendant Prime acquired Defendant St. Francis took pride and enjoyed their work
20 because Defendant St. Francis and their prior owners cared about quality patient care.
21 Unfortunately, after Defendant Prime acquired Defendant St. Francis in August 2020, the
22 work environment became toxic, and the quality of patient care diminished.

23 14. Plaintiffs are informed and believe that in April 2020, Verity Health Systems,
24 who at the time owned Defendant St. Francis, announced the sale of Defendant St. Francis to
25 Defendant Prime for over \$350 million. Despite opposition by many individuals and groups,
26 the deal with Defendant Prime was completed in August 2020.

27 15. After acquiring Defendant St. Francis, Plaintiffs are informed and believe that
28

1 Defendant Prime took actions detrimental to the health and safety of its patients and healthcare
2 workers. For example, Plaintiffs are informed and believe that:

- 3 (a) In the name of profit, Defendants laid off many health care workers and
4 thereafter failed to have a sufficient number of healthcare workers in order to
5 maintain safe and healthy patient care.
- 6 (b) Defendants accepted patients even though the nurse-to-patient ratio was
7 violative of Title 22 of the California Code of Regulations, thereby providing
8 unsafe patient care. Title 22, section 70217 mandates minimum licensed nurse-to
9 patient ratios for different care units.
- 10 (c) Defendants admitted patients even though there were insufficient numbers of
11 nursing staff and refused to block patient rooms by continuing to admit patients
12 even when there weren't sufficient nurses to ensure the required nurse-to-patient
13 ratio. There were numerous occasions when, for example, the required ratio was
14 4:1 and there would be 6 patients, no Certified Nursing Assistants (CNA), no
15 charge nurse, no breaker or any other type of resource nurse.
- 16 (d) Defendants' refusal to hire more health care workers caused Plaintiffs to do the
17 work of 1 ½ to 2 persons and the quality of care did not matter to Defendants.
- 18 (e) Defendants also did not hire enough non-nursing staff necessary to maintain safe
19 and healthy patient care.
- 20 (f) There have been occasions when "stat labs" have been ordered, but due to
21 insufficient or no phlebotomists or lab techs, it took over 4 hours to obtain lab
22 reports and the standard of patient care and safety was adversely impacted.
- 23 (g) As a result of fewer health care workers, some Plaintiffs were required to work
24 double shifts.
- 25 (h) As a result of fewer health care workers, some Plaintiff were required to work
26 16-20 hours, and work 12 days straight without a day off in between.
- 27 (i) There was a staffing shortage of *inter alia*, Certified Nurse Assistants, Licensed
28

1 Vocational Nurses, Registered Nurses, Monitor Technicians, Radiology Techs,
2 Ultrasound Techs and Lab Techs.

3 16. Because of the above adverse patient and employee issues, Plaintiffs complained
4 to management to no avail. Plaintiffs complained to Defendants either verbally, in writing
5 and/or via “Staffing Objections” which described the staffing and/or patient care issue. The
6 “Staffing Objection” forms were then routed to the appropriate Union who in turn provided the
7 “Staffing Objections” to Defendants.

8 17. Given that Plaintiffs’ complaints were futile, Plaintiffs obtained letters of
9 support from various public/government officials urging Defendants to prioritize patient care
10 and worker safety and adopt a fair compensation and benefits package in the next collective
11 bargaining agreement. The public/government officials who wrote letters of support between
12 September and November 2023 included:

13 Congress person Nanette Diaz Barragan,
14 California State Senator Lena A. Gonzalez,
15 California State Assemblymember Tina McKinnor,
16 California State Assemblymember Jesse Gabriel,
17 Chair, Board of Supervisors County of Los Angeles Janice Hahn,
18 California State Assemblymember Anthony Rendon,
19 Vice Mayor, City of Huntington Park Karina Macias,
20 Second District Orange County Board of Supervisors Vicente Sarmiento, and
21 Vice Mayor, City of South Gate Gil Hurtado.

22 18. Plaintiffs also worked with their Unions, SEIU-United Healthcare Workers West
23 (hereinafter “SEIU”) and United Nurses Association of California/Union of Health Care
24 Professionals (hereinafter “UNAC/UHCP”) to oppose what Plaintiffs believed to be unlawful
25 workplace practices and unsafe/unhealthy patient care issues.

26 19. On November 30, 2023, UNAC/UHCP and SEIU participated in a gathering at
27 Defendant Prime’s corporate offices in Ontario, California. Plaintiffs gathered with other
28

1 union members at the corner of intersection of Guasti Rd. and Haven Ave. Plaintiffs attended
2 the gathering on their own personal time.

3 20. Before noon, Plaintiffs walked to the entrance of the corporate office. The main
4 sliding door was not operational. A woman walked up and using her key card opened it for
5 Plaintiffs and let them inside. Plaintiff Byington explained the purpose of their visit – to
6 deliver letters to Prime management. The woman stated that the receptionists were out and
7 Plaintiffs would have to take a seat and wait.

8 21. A few minutes later, two women came out asking what Plaintiffs needed.
9 Plaintiff Byington explained the purpose of the visit was to deliver folders containing letters of
10 support for the workers to the owners. One woman interjected that they have customers.
11 Plaintiffs would have to wait outside and someone would go outside to pick up whatever they
12 wanted to deliver. Plaintiffs complied and went outside. The door behind them was closed.

13 22. Thereafter a security guard approached Plaintiffs and said they could not be
14 there, only Prime associates could be there. Plaintiffs explained that they work for Prime and
15 the security guard replied, “oh then that’s ok.”

16 23. A couple more security guards arrived and Plaintiffs again explained the purpose
17 of the visit. A security guard replied that the letters could be mailed or mailed by certified
18 mail. Plaintiff Byington explained that they had been previously mailed, and now the letters
19 needed to be hand delivered. A fourth security guard arrived who was rude and
20 confrontational. As Plaintiffs were turning to walk back to the rally, a security guard told
21 Plaintiffs to wait as someone was on their way to speak with them.

22 24. Four individuals from Defendant Prime arrived. Plaintiff Byington and Plaintiff
23 Castaneda handed them the folders explaining that they were there for a peaceful protest and
24 wanted to deliver a folder for Prime executives. The folder contained: (a) letters from
25 supporters; (b) “Staffing Objections” detailing dates and times when the units at Defendant St.
26 Francis were extremely short staffed, a graph showing what the staffing issues were such as
27 nurses working out of ratio, no break relief, and violations of Title 22, thus affecting patient
28

1 care, and (c) a letter requesting a meeting with the Prime corporate executives signed by all
2 four St. Francis union officers. After delivering the folder, the Plaintiffs returned to the
3 gathering.

4 25. On December 15, 2023, Defendants suspended all 9 Plaintiffs who had delivered
5 the letters and documents. Plaintiffs were advised that they were being suspended because of
6 their actions on November 30, 2023. When Plaintiffs went to deliver the letters and Staffing
7 Objections to Defendant Prime’s offices, they were on their own personal time.

8 26. On December 20, 2023, Defendants terminated all 9 Plaintiffs. In the termination
9 notice to Plaintiff Castaneda (and other Plaintiffs), Defendants stated:

10 “On November 30, Ms. Castaneda and other employees of SFMC engaged in
11 conduct in violation of the Hospital’s Standard of Conduct, which require employees to
12 maintain the highest standards of personal/professional and be respectful and truthful.
13 Specifically, Ms. Castaneda and other employees of SFMC:

- 14 • Trespassed onto clearly posted private property of another Company
15 contrary to express instruction from Security personnel;
- 16 • Engaged in disruptive behavior by photographing and video recording
17 employees of the Company without their consent, using profanity, and –
18 initially – refusing to leave when told to do so;
- 19 • Misrepresented that they had appointments to meet with executives in the
20 building.
- 21 • Misrepresented that they were employees of the Company on whose
22 grounds and in whose office buildings they were trespassing;
- 23 • Demeaned staff who instructed them to leave by calling them ‘bitch,’
24 ‘rent-a-cop’, and ‘Mr. Clean.’”

25 27. Plaintiffs deny Defendants’ assertions. Plaintiffs are informed and believe that
26 these assertions are pretextual and the true reason is they were terminated in retaliation for
27 protesting and opposing what they believed to be unlawful employment practices and patient
28

1 health/safety care concerns when they delivered the letters of support from government/public
2 officials and the “Staffing Objections.”

3
4 **FACTS SPECIFIC TO PLAINTIFF MAYRA CASTANEDA**

5 28. Plaintiff Myra Castaneda has dedicated more than half of her life to Defendant
6 St. Francis and to its parent companies, the most recent Defendant Prime.

7 29. Plaintiff Castaneda was hired by Defendant St. Francis in 1998 at age 16 ½ as a
8 Certified Nurse Assistant. Plaintiff Castaneda went to college and became an Ultrasound
9 Technician. Since 2001, she worked in the Emergency room as an Ultrasound Technician.

10 30. Plaintiff Castaneda was a proud employee of Defendant St. Francis until
11 Defendant Prime acquired Defendant St. Francis in August 2020. After the acquisition, it was
12 apparent to Plaintiff Castaneda that profits were more important than quality patient care for
13 the community. Defendant St. Francis was no longer the same compassionate and caring
14 medical center it had been before Defendant Prime acquired it.

15 31. For the past two years, Plaintiff Castaneda has complained about the staffing
16 crisis which was reaching a severe critical point. Healthcare workers were resigning and
17 Defendants were not able to attract new hires because of the low wages. The current staff was
18 burned out because they were being forced to work overtime, long hour shifts sometimes 16-
19 20 hours, working 12 days straight without a day off in between. Plaintiff Castaneda
20 complained that the staffing crisis was impacting patient care. Plaintiff spoke with Manager,
21 Employee and Labor Relations, Brandi Sweeney and to the Director of Human Resources
22 Barbara Deguissepe almost on a monthly basis. During some of these meetings, Plaintiff
23 Castaneda would provide examples of how the staffing shortage was adversely impacting
24 patient care.

25 32. The staffing shortage reached critical stage in mid-2023, such that on three
26 separate occasions, Plaintiff Castaneda and other employees attempted to speak with the Chief
27 Executive Officer, Clay Farrell. Unfortunately, Mr. Farrell refused to meet with Plaintiff and
28

1 the other employees. On one occasion, Plaintiff Castaneda and the other employees waited
2 outside his office door during their break time to speak with Mr. Farrell. He never came out.
3 On another occasion Mr. Farrell walked out the back door when Plaintiff Castaneda and other
4 employees were waiting for him at the front door of his office.

5 33. Plaintiff Castaneda is a member of UNAC/UHCP. Plaintiff Castaneda not only
6 expressed her concerns about what she believed to be unlawful employment practices to her
7 superiors, as set forth above, but also to her union. Plaintiff Castaneda is also informed and
8 believes that her Union similarly relayed her concerns to Defendants.

9 34. On November 30, 2023, Plaintiff Castaneda, along with the other 8 Plaintiffs,
10 delivered a folder with: (a) letters from supporters; (b) "Staffing Objections" detailing dates
11 and times when the units at Defendant St. Francis were extremely short staffed, a graph
12 showing what the staffing issues were such as nurses working out of ratio, no break relief, and
13 other violations such as emergency department charge nurses being required to work outside
14 of the Los Angeles County Emergency Medical System guidelines, and violations of Title 22,
15 thus affecting patient care, and (c) a letter requesting a meeting with the Prime corporate
16 executives signed by all four St. Francis union officers.

17 35. On December 15, 2023, Defendants suspended Plaintiff Castaneda and on
18 December 20, 2023, terminated her employment.

19
20 **FACTS SPECIFIC TO PLAINTIFF LORENZA BERNAL**

21 36. Plaintiff Lorenza Bernal was employed with Defendants Prime and St. Francis in
22 2020 as an Emergency Room Registrar.

23 37. Plaintiff Bernal complained to management about health/safety issues involving
24 employees and patients. For example, because of staff shortages, psychiatric patients were left
25 unattended in a room near where Plaintiff Bernal worked. Plaintiff Bernal complained and
26 was simply told there were no other rooms available.

27 38. Plaintiff Bernal is a member of the SEIU-United Healthcare Workers West.
28

1 Plaintiff Bernal not only protested her concerns about what she believed to be unlawful
2 employment practices and patient care concerns to her superiors, but also to her union.
3 Plaintiff Bernal is also informed and believes that her Union similarly relayed her concerns to
4 Defendants.

5 39. On November 30, 2023, Plaintiff Bernal, along with the other 8 Plaintiffs,
6 delivered a folder with: (a) a letter signed by all four of the SFRNA Union Officers requesting
7 a meeting with Prime Healthcare Executives to address the staffing issues; (b) a staffing
8 objection graph showing out of ratio staffing, no break relief, and other violations such as
9 emergency department charge nurses being required to work outside of the Los Angeles
10 County Emergency Medical System guidelines.

11 40. On December 15, 2023, Defendants suspended Plaintiff Bernal and on
12 December 20, 2023, terminated her employment.

13
14 **FACTS SPECIFIC TO PLAINTIFF SONIA RODRIGUEZ**

15 41. Plaintiff Sonia Rodriguez was employed with Defendants Prime and St. Francis
16 September 2020 as an Ultrasound Technologist.

17 42. Plaintiff Rodriguez complained to management about staffing issues which
18 affected patient care. For example, she complained several times that there was not enough
19 staff to read the ultrasounds and scans on a timely basis thereby affecting patient care.

20 43. Plaintiff Rodriguez is a member of the SEIU-United Healthcare Workers West.
21 Plaintiff Rodriguez not only protested her concerns about what she believed to be unlawful
22 employment practices and patient care concerns to her superiors, but also to her union.
23 Plaintiff Rodriguez is also informed and believes that her Union similarly relayed her concerns
24 to Defendants.

25 44. On November 30, 2023, Plaintiff Rodriguez, along with the other 8 Plaintiffs,
26 delivered a folder with: (a) letters from supporters; (b) “Staffing Objections” detailing dates
27 and times when the units at Defendant St. Francis were extremely short staffed, a graph
28

1 showing what the staffing issues were such as nurses working out of ratio, no break relief, and
2 other violations such as emergency department charge nurses being required to work outside
3 of the Los Angeles County Emergency Medical System guidelines, and violations of Title 22,
4 thus affecting patient care, and (c) a letter requesting a meeting with the Prime corporate
5 executives signed by all four St. Francis union officers.

6 45. On December 15, 2023, Defendants suspended Plaintiff Rodriguez and on
7 December 20, 2023, terminated her employment.

8
9 **FACTS SPECIFIC TO PLAINTIFF DOLORES AGUILAR**

10 46. Plaintiff Dolores Aguilar was employed with Defendants Prime and St. Francis
11 since 2004 as a Unit Secretary.

12 47. On several occasions, Plaintiff Aguilar protested her concerns about what she
13 believed to be unlawful employment practices and patient care concerns to her superiors,
14 including Chief Executive Officer Clay Farrell, Chief Nursing Officer Marilou Salao, Director
15 Lisette Garcia, former Director Laura Garcia, Human Resources Director Barbara Deguissepe,
16 Manager Employee and Labor Relations Brandi Sweeney and Clinical Supervisor Analie
17 Zoreikat.

18 48. Some of the patient care issues about which Plaintiff Aguilar complained
19 included the patients not getting fed or not getting fed on time and not being cleaned up after
20 bowel movements and the patient was in bed or sitting on their feces for prolonged periods of
21 time.

22 49. Plaintiff Aguilar is a member of the SEIU-United Healthcare Workers West.
23 Plaintiff Aguilar also raised her concerns about lack of staff to properly tend to patient care to
24 her union. Plaintiff Aguilar is informed and believes that her Union similarly relayed her
25 concerns of patient care issues to Defendants.

26 50. On November 30, 2023, Plaintiff Aguilar, along with the other 8 Plaintiffs,
27 delivered a folder with: (a) letters from supporters; (b) "Staffing Objections" detailing dates
28

1 and times when the units at Defendant St. Francis were extremely short staffed, a graph
2 showing what the staffing issues were such as nurses working out of ratio, no break relief, and
3 other violations such as emergency department charge nurses being required to work outside
4 of the Los Angeles County Emergency Medical System guidelines, and violations of Title 22,
5 thus affecting patient care, and (c) a letter requesting a meeting with the Prime corporate
6 executives signed by all four St. Francis union officers.

7 51. On December 15, 2023, Defendants suspended Plaintiff Aguilar and on
8 December 20, 2023, terminated her employment,

9
10 **FACTS SPECIFIC TO PLAINTIFF QUENNIE REYNA**

11 52. Plaintiff Quennie Reyna was employed with Defendants Prime and St. Francis
12 since 2014 as a Unit Secretary.

13 53. Plaintiff Reyna is a member of the SEIU-United Healthcare Workers West.
14 Plaintiff Reyna not only protested her concerns about what she believed to be unlawful
15 employment practices and patient care concerns to her superiors, but also to her union.
16 Plaintiff Reyna is also informed and believes that her Union similarly relayed her concerns to
17 Defendants.

18 54. On November 30, 2023, Plaintiff Reyna, along with the other 8 Plaintiffs,
19 delivered a folder with: (a) letters from supporters; (b) “Staffing Objections” detailing dates
20 and times when the units at Defendant St. Francis were extremely short staffed, a graph
21 showing what the staffing issues were such as nurses working out of ratio, no break relief, and
22 other violations such as emergency department charge nurses being required to work outside
23 of the Los Angeles County Emergency Medical System guidelines, and violations of Title 22,
24 thus affecting patient care, and (c) a letter requesting a meeting with the Prime corporate
25 executives signed by all four St. Francis union officers.

26 55. On December 15, 2023, Defendants suspended Plaintiff Reyna and on December
27 20, 2023, terminated her employment.

28

1 **FACTS SPECIFIC TO PLAINTIFF SCOTT BYINGTON**

2 56. Plaintiff Scott Byington has been a Nurse for 34 years. Plaintiff Byington began
3 his employment with Defendant St. Francis in the ICU in April 1995. Defendant St. Francis
4 was like a family to Plaintiff Byington. He continued to grow there as a Nurse. While he
5 continued to work at Defendant St. Francis, he went back to school to pursue a Bachelor of
6 Science in Nursing, followed by a Master of Science in Nursing. He thereafter became an
7 Acute Care Nurse Practitioner, but remained as a registered nurse since he enjoyed his bedside
8 nursing position.

9 57. Plaintiff Byington has many wonderful memories of positive outcomes at
10 Defendant St. Francis prior to the acquisition by Defendant Prime.

11 58. Plaintiff Byington is informed and believes that in 2015 Defendant Prime was
12 attempting to acquire SFMC. Knowing the history of cutting services, decreasing providers
13 and staff, and many other negative features of the Prime Healthcare system, three Unions
14 (UNAC/UHCP, SEIU, AND SFRNA) jointly protested. Defendant Prime eventually walked
15 away from the sale due to the conditions established by then State Attorney General Kamala
16 Harris.

17 59. Plaintiff Byington is informed and believes that Defendant St. Francis was then
18 acquired by a hedge fund, Verity. While there were staff/union and management
19 disagreements, management cared about its staff and ensured quality patient care.

20 60. In August 2020, Defendant Prime acquired Defendant St. Francis. Plaintiff is
21 informed and believes that conditions of the acquisition include a 12% reduction in pay across
22 the board and a 3 year wage freeze. In addition, Defendant Prime would not hire required
23 nursing staff to meet the nurse-to-patient ratios required by Title 22 of the California Code of
24 Regulations.

25 61. Defendant Prime has not increased the number of health care workers, thus
26 compromising patient health and safety. As a result of the staffing shortages, the quality of
27 patient care has suffered.

28

1 62. Plaintiff Byington is President of the St. Francis Registered Nurses Association,
2 an affiliate of UNAC/UHCP. During labor/management meetings, he complained and
3 protested unlawful employment practices which adversely impacted patient care.

4 63. On November 30, 2023, Plaintiff Byington, along with the other 8 Plaintiffs,
5 delivered a folder with: (a) letters from supporters; (b) “Staffing Objections” detailing dates
6 and times when the units at Defendant St. Francis were extremely short staffed, a graph
7 showing what the staffing issues were such as nurses working out of ratio, no break relief, and
8 other violations such as emergency department charge nurses being required to work outside
9 of the Los Angeles County Emergency Medical System guidelines, and violations of Title 22,
10 thus affecting patient care, and (c) a letter requesting a meeting with the Prime corporate
11 executives signed by all four St. Francis union officers.

12 64. On December 15, 2023, Defendants suspended Plaintiff Byington and on
13 December 20, 2023, terminated his employment.

14
15 **FACTS TO SPECIFIC PLAINTIFF MARICELA GARAY BARAJAS**

16 65. Plaintiff Maricela Garay Barajas has dedicated 20 years of her life to Defendant
17 St. Francis and to its parent companies, the most recent parent company, Defendant Prime.

18 66. Plaintiff Barajas was hired by St. Francis in 2003 immediately following her
19 graduation from nursing school. Plaintiff Barajas worked as a Registered Nurse on the 7th
20 floor, a 36-bed telemetry and stroke unit and ventilator patients.

21 67. Plaintiff Barajas was a proud employee of Defendant St. Francis until after
22 Defendant Prime acquired St. Francis in August 2020. After the acquisition, it was apparent to
23 Plaintiff Barajas that profits were more important than quality patient care for the community.
24 Defendant St. Francis was no longer the same compassionate and caring medical center it had
25 been before Defendant Prime acquired it.

26 68. Defendants’ actions compromised patient health and safety about which Plaintiff
27 Barajas complained. For example, Nurse to patient ratios required by Title 22 of the California
28

1 Code of Regulations were no longer complied with. After Defendant Prime acquired
2 Defendant St. Francis, many times Plaintiff Barajas was prohibited from having CNAs take
3 vital signs and resource nurses or charge nurses were no longer available. Prior to Defendant
4 Prime, if a nurse had a ventilator patient on telemetry, that nurse would only be given 3
5 patients instead of the 1:4 ratio. Nurses were only allowed one ventilator patient at a time.
6 However, Defendant Prime allows a single nurse to be tasked with multiple ventilator patients,
7 without regard if they are on telemetry. This puts patient safety at risk and could potentially
8 compromise the nurse's license.

9 69. Plaintiff Barajas is a member of the St. Francis Registered Nurses Association,
10 an affiliate of UNAC/UHCP. Plaintiff Barajas not only protested her concerns about what she
11 believed to be unlawful employment practices and patient care concerns to her superiors, but
12 also to her union. Plaintiff Barajas is also informed and believes that her Union similarly
13 relayed her concerns to Defendants.

14 70. On November 30, 2023, Plaintiff Barajas, along with the other 8 Plaintiffs,
15 delivered a folder with: (a) letters from supporters; (b) "Staffing Objections" detailing dates
16 and times when the units at Defendant St. Francis were extremely short staffed, a graph
17 showing what the staffing issues were such as nurses working out of ratio, no break relief, and
18 other violations such as emergency department charge nurses being required to work outside
19 of the Los Angeles County Emergency Medical System guidelines, and violations of Title 22,
20 thus affecting patient care, and (c) a letter requesting a meeting with the Prime corporate
21 executives signed by all four St. Francis union officers.

22 71. On December 22, 2023, Defendants suspended Plaintiff Barajas and on
23 December 26, 2023, terminated her employment.

24
25 **FACTS SPECIFIC TO PLAINTIFF JAMES BLANKENSHIP**

26 72. Plaintiff James Blankenship has dedicated all his professional career of 20 years
27 to nursing.

1 73. Plaintiff Blankenship was hired by Defendant St. Francis in 2003 as a Certified
2 Nursing Assistant. He continued to work while going to school and became a Licensed
3 Vocational Nurse (LVN). In May 2009, Plaintiff Blankenship received his Registered Nursing
4 license. Followed by his Bachelor of Science in Nursing in July 2018.

5 74. Plaintiff Blankenship was a proud employee of Defendant St. Francis until after
6 Defendant Prime acquired St. Francis Medical Center in August 2020. After the acquisition, it
7 was apparent to Plaintiff Blankenship that profits were more important than quality patient
8 care for the community. Defendant St. Francis was no longer the same compassionate and
9 caring medical center it had been before Defendant Prime acquired it.

10 75. Defendants' actions compromised patient health and safety. For example, Nurse
11 to patient ratios required by Title 22 of the California Code of Regulations were no longer
12 complied with. After Defendant Prime acquired Defendant St. Francis, many times Plaintiff
13 Blankenship was required to tend to 5 patients rather than the 4 patients which were legally
14 allowed in the unit to which Plaintiff Blankenship was assigned. Moreover, there were no
15 CNAs to take vital signs and aid in patient care, and resource nurses or charge nurses were no
16 longer available. Defendants routinely ignored Title 22, putting patient health and safety at
17 risk and could potentially compromise the nurse's license. Due to short staffing, being the
18 senior nurse, Plaintiff Blankenship as the senior nurse was required to also assume the role as
19 Charge nurse/resource nurse in addition to patient care.

20 76. Plaintiff Blankenship is a member of the St. Francis Registered Nurses
21 Association, an affiliate of UNAC/UHCP. Plaintiff Blankenship not only protested his
22 concerns about what he believed to be unlawful employment practices and patient care
23 concerns to his superiors, but also to his union. Plaintiff Blankenship is also informed and
24 believes that his Union similarly relayed his concerns to Defendants.

25 77. On November 30, 2023, Plaintiff Blankenship, along with the other 8 Plaintiffs,
26 delivered a folder with: (a) letters from supporters; (b) "Staffing Objections" detailing dates
27 and times when the units at Defendant St. Francis were extremely short staffed, a graph
28

1 showing what the staffing issues were such as nurses working out of ratio, no break relief, and
2 other violations such as emergency department charge nurses being required to work outside
3 of the Los Angeles County Emergency Medical System guidelines, and violations of Title 22,
4 thus affecting patient care, and (c) a letter requesting a meeting with the Prime corporate
5 executives signed by all four St. Francis union officers.

6 78. On December 15, 2023, Defendants suspended Plaintiff Blankenship and on
7 December 20, 2023, terminated his employment.

8
9 **FACTS SPECIFIC TO PLAINTIFF ARLENE NIELSEN**

10 79. Plaintiff Arlene Nielsen has dedicated 7 years of her professional life to
11 Defendant St. Francis and to its parent companies, the most recent parent company, Defendant
12 Prime.

13 80. Plaintiff Nielsen became a Licensed Vocational Nurse and went through the
14 bridge program at Defendant St. Francis. Plaintiff graduated with an AA degree and received
15 her nursing license in 2010. In 2013, Plaintiff Nielsen earned her Bachelor of Science in
16 Nursing and was hired by Defendant St. Francis in 2016.

17 81. Plaintiff Nielsen loved her work and was a proud employee of Defendant St.
18 Francis until after Defendant Prime acquired St. Francis in August 2020. After the acquisition,
19 it was apparent to Plaintiff Nielsen that profits were more important than quality patient care
20 for the community. Defendant St. Francis was no longer the same compassionate and caring
21 medical center it had been before Defendant Prime acquired it.

22 82. Defendants' actions compromised patient health and safety. For example, Nurse
23 to patient ratios required by Title 22 of the California Code of Regulations were no longer
24 complied with. After Defendant Prime acquired Defendant St. Francis, many times Plaintiff
25 Nielsen was prohibited from having CNAs take vital signs and resource nurses or charge
26 nurses were no longer available. This puts patient safety at risk and could potentially
27 compromise the nurse's license.

28

1 83. Plaintiff Nielsen is a member of the St. Francis Registered Nurses Association,
2 an affiliate of UNAC/UHCP. Plaintiff Nielsen not only protested her concerns about what she
3 believed to be unlawful employment practices and patient care concerns to her superiors, but
4 also to her union. Plaintiff Nielsen is also informed and believes that her Union similarly
5 relayed her concerns to Defendants.

6 84. On November 30, 2023, Plaintiff Nielsen, along with the other 8 Plaintiffs,
7 delivered a folder with: (a) letters from supporters; (b) “Staffing Objections” detailing dates
8 and times when the units at Defendant St. Francis were extremely short staffed, a graph
9 showing what the staffing issues were such as nurses working out of ratio, no break relief, and
10 other violations such as emergency department charge nurses being required to work outside
11 of the Los Angeles County Emergency Medical System guidelines, and violations of Title 22,
12 thus affecting patient care, and (c) a letter requesting a meeting with the Prime corporate
13 executives signed by all four St. Francis union officers.

14 85. On December 22, 2023, Defendants suspended Plaintiff Nielsen and on
15 December 26, 2023, terminated her employment.
16

17 **FIRST CAUSE OF ACTION**

18 **WRONGFUL TERMINATION IN VIOLATION OF LABOR CODE SECTION**

19 **1102.5 (By All Plaintiffs Against all Defendants and DOES 1-50)**

20 86. Plaintiffs hereby re-allege and incorporate by reference as though set fully forth
21 herein; the allegation contained in paragraphs 1 through 85 above.

22 87. Labor Code §1102.5(b) provides: “An employer...shall not retaliate against an
23 employee for disclosing information, or because the employer believes that the employee
24 disclosed or may disclose information...” to the employer, a government entity, or a person
25 with the authority to investigate or discover the violation or noncompliance.”

26 88. Plaintiffs allege on information and belief that the Defendants wrongfully
27 terminated and retaliated against Plaintiffs because they believe that Plaintiffs disclosed
28

1 information “to a government entity, or a person with the authority to investigate or discover
2 the violation or noncompliance,” concerning the Defendants’ conduct in engaging in unlawful
3 employment practices and adversely affecting the quality of patient care.

4 89. As a proximate result of Defendants’ wrongful conduct in retaliating and
5 terminating Plaintiffs, Plaintiffs have suffered economic and noneconomic damages, in an
6 amount to be proven at trial.

7 90. The conduct of the Defendants was willful, malicious, fraudulent and
8 oppressive, and was carried out and was ratified by one or more managing agents of the
9 corporate defendants. Therefore, exemplary and punitive damages should be assessed against
10 each of the Defendants.

11 91. Plaintiffs have also incurred attorneys’ fees and costs, for which they seek
12 recovery, as authorized by statute.

13
14 **SECOND CAUSE OF ACTION**

15 **RETALIATION IN VIOLATION OF LABOR CODE § 98.6**

16 **(By All Plaintiffs Against all Defendants and DOES 1-50)**

17 92. Plaintiffs hereby re-allege and incorporate by reference as though set fully forth
18 herein; the allegations contained in paragraphs 1 through 85 above.

19 93. Labor Code Section 98.6 provides: “(a) A person shall not discharge an
20 employee or in any manner discriminate, retaliate, or take any adverse action against any
21 employee or applicant for employment because the employee or applicant engaged in any
22 conduct delineated in this chapter, including the conduct described in subdivision (k) of
23 Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because
24 the employee has initiated any action or notice pursuant to Section 2699, or has testified or is
25 about to testify in a proceeding pursuant to that section, or because of the exercise by the
26 employee or applicant for employment on behalf of himself, herself, or others of any rights
27 afforded him or her. (b)(1) Any employee who is discharged, threatened with discharge,
28

1 demoted, suspended, retaliated against, subjected to an adverse action, or in any other manner
2 discriminated against in the terms and conditions of his or her employment because the
3 employee engaged in any conduct delineated in this chapter, including the conduct described
4 in subdivision (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of
5 Division 2, or because the employee has made a bona fide complaint or claim to the division
6 pursuant to this part, or because the employee has initiated any action or notice pursuant to
7 Section 2699 shall be entitled to reinstatement and reimbursement for lost wages and work
8 benefits caused by those acts of the employer.”

9 94. Plaintiffs are informed and believe that Defendants terminated them in
10 retaliation for complaining about what they believed to be unlawful employment practices and
11 resulting adverse patient care issues.

12 95. As a proximate result of Defendants’ wrongful conduct in retaliating and
13 terminating Plaintiffs, Plaintiffs have suffered economic and noneconomic damages, in an
14 amount to be proven at trial.

15 96. The conduct of the Defendants was willful, malicious, fraudulent and
16 oppressive, and was carried out and was ratified by one or more managing agents of the
17 corporate defendants. Therefore, exemplary and punitive damages should be assessed against
18 each of the Defendants.

19 97. Plaintiffs have also incurred attorneys’ fees and costs, for which they seek
20 recovery, as authorized by statute.

21
22 **THIRD CAUSE OF ACTION**
23 **WRONGFUL TERMINATION IN VIOLATION OF LABOR CODE SECTION 6310**

24 **(By All Plaintiffs Against all Defendants and DOES 1-50)**

25 98. Plaintiffs hereby re-allege and incorporate by reference as though set fully forth
26 herein; the allegations contained in paragraphs 1 through 85 above.

27 99. Labor Code Section 6310 provides:
28

- 1 (a) No person shall discharge or in any manner discriminate against any employee
2 because the employee has done any of the following:
- 3 (1) Made any oral or written complaint to the division, other governmental agencies
4 having statutory responsibility for or assisting the division with reference to
5 employee safety or health, *his or her employer, or his or her representative....*
- 6 (b) *Any employee who is discharged, threatened with discharge, demoted,*
7 *suspended, or in any other manner discriminated against in the terms and*
8 *conditions of employment by his or her employer because the employee has*
9 *made a bona fide oral or written complaint to the division, other governmental*
10 *agencies having statutory responsibility for or assisting the division with*
11 *reference to employee safety or health, his or her employer, or his or her*
12 *representative, of unsafe working conditions, or work practices, in his or her*
13 *employment or place of employment, or has participated in an employer-*
14 *employee occupational health and safety committee, shall be entitled to*
15 *reinstatement and reimbursement for lost wages and work benefits caused by the*
16 *acts of the employer. Any employer who willfully refuses to rehire, promote, or*
17 *otherwise restore an employee or former employee who has been determined to*
18 *be eligible for rehiring or promotion by a grievance procedure, arbitration, or*
19 *hearing authorized by law, is guilty of a misdemeanor....”*

20 100. Plaintiffs are informed and believe that Defendants terminated them in
21 retaliation for making bona fide complaints to their government/public officials and to
22 Defendant Prime by delivering letters of support to Defendant Prime with respect to their
23 complaints about what they believed to be unlawful employment practices and resulting
24 adverse patient care issues.

25 101. As a proximate result of Defendants’ wrongful conduct in retaliating and
26 terminating Plaintiffs, Plaintiffs have suffered economic and noneconomic damages, in an
27 amount to be proven at trial.

28

1 102. The conduct of the Defendants was willful, malicious, fraudulent and
2 oppressive, and was carried out and was ratified by one or more managing agents of the
3 corporate defendants. Therefore, exemplary and punitive damages should be assessed against
4 each of the Defendants.

5 103. Plaintiffs have also incurred attorneys' fees and costs, for which they seek
6 recovery, as authorized by statute.

7
8 **FOURTH CAUSE OF ACTION**

9 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 232.5**

10 **(By Plaintiffs Against all Defendants and DOES 1-50)**

11 104. Plaintiffs hereby re-allege and incorporate by reference as though set fully forth
12 herein; the allegations contained in paragraphs 1 through 85 above.

13 Labor Code Section 232.5 provides: "No employer may do any of the following:

- 14 (a) Require, as a condition of employment, that an employee refrain from disclosing
15 information about the employer's working conditions....
- 16 (c) Discharge, formally discipline, or otherwise discriminate against an employee
17 who discloses information about the employer's working conditions...."

18 105. Plaintiffs are informed and believe that Defendants terminated them in
19 retaliation for delivering letters of support from government/public officials to Defendant
20 Prime about what they believed to be unlawful employment practices and resulting adverse
21 patient care issues.

22 106. As a proximate result of Defendants' wrongful conduct in retaliating and
23 terminating Plaintiffs, Plaintiffs have suffered economic and noneconomic damages, in an
24 amount to be proven at trial.

25 107. The conduct of the Defendants was willful, malicious, fraudulent and
26 oppressive, and was carried out and was ratified by one or more managing agents of the
27 corporate defendants. Therefore, exemplary and punitive damages should be assessed against
28

1 each of the Defendants.

2 108. Plaintiffs have also incurred attorneys' fees and costs, for which they seek
3 recovery, as authorized by statute.

4
5 **FIFTH CAUSE OF ACTION**
6 **IN VIOLATION OF HEALTH AND SAFETY CODE SECTION 1278.5**

7 **(By Plaintiffs Against all Defendants and DOES 1-50)**

8 109. Plaintiffs hereby re-allege and incorporate by reference as though set fully forth
9 herein; the allegations contained in paragraphs 1 through 85 above.

10 110. Healthy and Safety Code 1278.5 provides:

11 (a) The Legislature finds and declares that it is the public policy of the State of
12 California to encourage patients, nurses, members of the medical staff, and other
13 health care workers to notify government entities of suspected unsafe patient care and
14 conditions. The Legislature encourages this reporting in order to protect patients and in
15 order to assist those accreditation and government entities charged with ensuring that
16 health care is safe. The Legislature finds and declares that whistleblower protections
17 apply primarily to issues relating to the care, services, and conditions of a facility and
18 are not intended to conflict with existing provisions in state and federal law relating to
19 employee and employer relations.

20 (b) (1) A health facility shall not discriminate or retaliate, in any manner, against a
21 patient, employee, member of the medical staff, or other health care worker of the
22 health facility because that person has done either of the following:

23 (A) Presented a grievance, complaint, or report to the facility, to an entity or agency
24 responsible for accrediting or evaluating the facility, or the medical staff of the facility,
25 or to any other governmental entity.

26 (2) An entity that owns or operates a health facility, or that own or operates any
27 other health facility, shall not discriminate or retaliate against a person because that
28

1 person has taken any action pursuant to this subdivision.

2 (3) A violation of this section shall be subject to a civil penalty of not more than
3 twenty-five thousand dollars (\$25,000). The civil penalty shall be assessed and
4 recovered through the same administrative process set forth in Chapter 2.4
5 (commencing with [Section 1417](#) for long-term health care facilities.”

6 111. Plaintiffs are informed and believe that Defendants terminated them in
7 retaliation for presenting a grievance, complaints to government/public officials and thereafter
8 providing their letters of support to Defendant Prime about what they believed to be unlawful
9 employment practices and resulting adverse patient care issues.

10 112. As a proximate result of Defendants’ wrongful conduct in retaliating and
11 terminating Plaintiffs, Plaintiffs have suffered economic and noneconomic damages, in an
12 amount to be proven at trial.

13 113. The conduct of the Defendants was willful, malicious, fraudulent and
14 oppressive, and was carried out and was ratified by one or more managing agents of the
15 corporate defendants. Therefore, exemplary and punitive damages should be assessed against
16 each of the Defendants.

17 114. Plaintiffs have also incurred attorneys’ fees and costs, for which they seek
18 recovery, as authorized by statute.

19

20 **WHEREFORE**, Plaintiffs pray judgment be entered in their favor against Defendants,
21 and each of them, as follows:

22 1. For a money judgment representing compensatory damages including
23 consequential damages, lost wages, earning, and all other sums of money, together with
24 interest on these amounts, according to proof;

25 2. For an award of money judgment for compensatory damages for emotional
26 distress, psychological injuries and physical injuries according to proof;

27 3. For punitive and exemplary damages according to proof;

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



- 4. For attorneys' fees and costs;
- 5. For such other and further relief as the Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiffs demand trial of all issues by jury.

DATED: January 10, 2024

ALLRED, MAROKO & GOLDBERG

By: 


GLORIA ALLRED
NATHAN GOLDBERG
DOLORES Y. LEAL
Attorneys for Plaintiffs,
**MAYRA CASTANEDA, LORENZA
BERNAL, SONIA RODRIGUEZ,
DOLORES AGUILAR, QUENNIE
REYNA, SCOTT BYINGTON,
MARICELA GARAY BARAJAS,
JAMES BLANEKESHIP and
ARLENE NIELSEN**