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12 Attorneys for Plaintiff SERVICE EMPLOYEES  
13 INTERNATIONAL UNION, UNITED HEALTHCARE  
14 WORKERS-WEST

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
16 IN AND FOR THE COUNTY OF LOS ANGELES

18 SERVICE EMPLOYEES INTERNATIONAL  
19 UNION, UNITED HEALTHCARE  
20 WORKERS-WEST,

21 Plaintiff,

22 v.

22 PRIME HEALTHCARE CENTINELA  
23 HOSPITAL MEDICAL CENTER,  
24 MOHAMMAD ABDELNASER, and DOES 1  
25 to 100, Inclusive,

26 Defendants.

Case No. **23STCV08047**

**COMPLAINT FOR INJUNCTIVE  
RELIEF AND COMPENSATORY  
DAMAGES**

1 Plaintiff, SERVICE EMPLOYEES INTERNATIONAL UNION, UNITED  
2 HEALTHCARE WORKERS-WEST complains and alleges as follows:

3 **INTRODUCTION**

4 1. In November 2022, the People of the City of Inglewood, California, achieved a  
5 historic victory: they passed a ballot measure raising the minimum wage for healthcare employees  
6 working in the City to \$25 per hour. Measure HC, now known as Ordinance No. 23-10 and  
7 codified at Inglewood Municipal Code section 8-150, et seq., was formally adopted by the  
8 Inglewood City Council and went into effect on approximately December 23, 2023. Now, mere  
9 months later, aggrieved employers are taking their revenge. On March 31, 2023, Prime  
10 Healthcare Centinela Hospital Medical Center, an acute-care hospital located in Inglewood, laid  
11 off 48 workers, after already significantly cutting the work hours of various others. Both actions  
12 were a direct response to the increased minimum wage, and therefore clearly violated multiple  
13 provisions of Ordinance No. 23-10. For this reason, it is appropriate and required that the Court  
14 grant relief as requested below to the healthcare workers affected by the Medical Center’s  
15 unlawful actions.

16 2. Plaintiff SERVICE EMPLOYEES INTERNATIONAL UNION, UNITED  
17 HEALTHCARE WORKERS-WEST (“SEIU-UHW”), in its capacity as a “Representative of  
18 Healthcare Workers” within the meaning of Ordinance No. 23-10, brings this action against  
19 Defendant PRIME HEALTHCARE CENTINELA HOSPITAL MEDICAL CENTER (“Medical  
20 Center”) and Defendant MOHAMMED ABDELNASSER, CEO & Chairman of the Medical  
21 Center (collectively, Defendants) for violations of the Inglewood City Municipal Code, including  
22 but not limited to, Section 8-152(c) and Section 8-153. Specifically, Defendants laid off covered  
23 healthcare workers and reduced the scheduled hours of other covered healthcare workers for two  
24 prohibited purposes: (1) to fund the wage increases mandated by Ordinance No. 23-10; and (2) to  
25 retaliate against workers for asserting their rights under Ordinance No. 23-10.

26 3. The healthcare workers that SEIU-UHW represents in this action are those SEIU-  
27 UHW members who were laid off or had their scheduled work hours reduced as a result of the  
28 Medical Center’s unlawful conduct. These workers have suffered, and continue to suffer,

1 economic and other losses in amounts as yet unascertained, but subject to proof at trial, and  
2 within the jurisdiction of this Court.

3 **JURISDICTION**

4 4. The Superior Court of the State of California has jurisdiction over this matter  
5 pursuant to Section 8-155(d) of the Inglewood Municipal Code, which states in relevant part:

6 a. “A Healthcare Worker, a representative of a Healthcare Worker, the City  
7 Attorney, or another Person acting on behalf of the public as provided for  
8 under applicable state law may bring a civil action in a court of competent  
9 jurisdiction against an Employer violating this Article.”

10 5. Jurisdiction is appropriate in this Court because the Medical Center is located in  
11 California and all Defendants regularly conduct business in California. There is no federal  
12 question at issue. Plaintiffs’ claims are based solely on California law.

13 6. Venue is proper in this judicial district and the County of Los Angeles, California,  
14 because Plaintiff SEIU-UHW maintains offices and performs work in the County of Los Angeles;  
15 because Defendants maintain offices and facilities and transact business in the County of Los  
16 Angeles; and because Defendant’s wrongful conduct that is the subject of this action occurred in  
17 the County of Los Angeles.

18 **PARTIES**

19 7. Plaintiff SEIU-UHW is a healthcare justice union made up of more than 100,000  
20 healthcare workers, patients, and activists. SEIU-UHW represents healthcare workers throughout  
21 the State of California including within the City of Inglewood.<sup>1</sup> SEIU-UHW is the sole  
22 representative of a bargaining unit of employees working at the Medical Center. Each and every  
23 one of these employees are covered healthcare workers within the meaning of Inglewood  
24 Municipal Code section 8-151(f). SEIU-UHW is a “representative of healthcare worker[s]”  
25 within the meaning of Inglewood Municipal Code section 8-155(d) and has standing to bring this  
26 action under that provision. Moreover, SEIU-UHW has associational standing to represent the

27 <sup>1</sup> SEIU-UHW is a labor organization within the meaning of Section 2(5) of the National Labor  
28 Relations Act (“Act”), as amended, 29 U.S.C. section 152(5).

1 interests of its members and brings this action on their behalf. (*United Food and Commercial*  
2 *Workers Local 571 v. Brown Group, Inc.* (1996) 517 U.S. 544, 551-53; *Hunt v. Washington State*  
3 *Apple Advertising Comm'n* (1977) 432 U.S. 333, 343; *Brotherhood of Teamsters & Auto Truck*  
4 *Drivers v. Unemployment Ins. Appeals Bd.* (1987) 190 Cal.App.3d 1515, 1521-22.)

5 8. Defendant Prime Healthcare - Centinela Hospital Medical Center is an acute care  
6 hospital in Inglewood, California. Defendant has its principal place of business in the State of  
7 California and the County of Los Angeles. Defendant is a “Covered Healthcare Facility” within  
8 the meaning of Section 8-151(b) of the City of Inglewood Municipal Code and an “Employer”  
9 within the meaning of Section 8-151(e) of the Inglewood Municipal Code. At all relevant times,  
10 Defendant has done business in California and committed the unlawful acts alleged in this  
11 Complaint in California.

12 9. Defendant Mohammed Abdelnasser is the CEO & Chairman of Centinela Hospital  
13 Medical Center.<sup>2</sup> Defendant Abdelnasser, as a corporate officer of the Medical Center, is an  
14 “Employer” within the meaning of Section 8-151(e) of the Municipal Code. Defendant  
15 Abdelnasser participated in, approved, and/or condoned the unlawful actions described herein.

16 10. The true names and capacities of DOES 1 through 100, inclusive, are unknown at  
17 this time, and Plaintiff therefore sues such DOE Defendants under fictitious names. Plaintiff is  
18 informed and believes, and thereon alleges, that each Defendant designated as a DOE is in some  
19 manner responsible for the occurrences alleged herein, and that Plaintiff’s injuries and damages,  
20 as alleged herein, were proximately caused by the conduct of such DOE Defendants. Plaintiff  
21 will seek leave of the Court to amend this complaint to allege the true names and capacities of  
22 such DOE Defendants when ascertained.

## 23 **FACTUAL ALLEGATIONS**

### 24 **THE HISTORIC MINIMUM WAGE ORDINANCE**

25 11. There is a serious staffing crisis in California’s healthcare industry. In a 2022  
26 survey of over 33,000 California healthcare workers, including employees of Defendant, 83% of

27 \_\_\_\_\_  
28 <sup>2</sup> <https://centinelamed.com/about-us/executive-team/>.

1 all respondents reported that their department was either “severely” or “somewhat” understaffed.<sup>3</sup>  
2 Among respondents to the same survey, 73% reported that they “always, frequently, or  
3 sometimes feel they lack proper time to care for patients,” and 41% reported that they have been  
4 forced to ignore or skip safety protocols because of short staffing.<sup>4</sup> Perhaps most notably, 38%  
5 of respondents stated that vacant positions in their department generally took more than seven  
6 months to fill.<sup>5</sup>

7 12. Plaintiff SEIU-UHW is engaged in a long-term campaign to remedy this staffing  
8 crisis. The campaign involves engaging with state and local officials and sponsoring new laws  
9 that properly compensate frontline healthcare workers, who have been decimated by the ongoing  
10 COVID-19 pandemic. Inglewood Measure HC, which SEIU-UHW sponsored, was part of this  
11 campaign. The ballot measure, which sought to immediately increase the minimum wage of  
12 covered healthcare workers to \$25 per hour, arose out of an initiative petition entitled “Healthcare  
13 Workers Minimum Wage Ordinance.”<sup>6</sup> The petition received enough certified signatures for  
14 inclusion on the ballot for the General Municipal Election of November 8, 2022, and ultimately  
15 passed with 53.65% support.<sup>7</sup>

16 13. On approximately December 23, 2023, the Inglewood City Council formally  
17 adopted Measure HC, also known as Ordinance No. 23-10. The law is codified at Municipal  
18 Code section 8-150, et seq.<sup>8</sup> Section 8-150 of the Ordinance, titled “findings and purposes,”  
19 states in relevant part:

- 20 a. “The City of Inglewood needs a sufficient healthcare workforce to ensure that  
21 healthcare facilities that provide necessary care to residents and visitors offer  
22 consistent timely, high-quality care. Hospitals, health systems, and clinics are

23 <sup>3</sup> SEIU-UHW, “Crisis in Care,” p. 10 (2022), available here:  
24 [https://seiuuhw.wpenginepowered.com/wp-content/uploads/2022/05/2022-04\\_Report\\_Staffing-Survey-10.1\\_DIGITAL.pdf](https://seiuuhw.wpenginepowered.com/wp-content/uploads/2022/05/2022-04_Report_Staffing-Survey-10.1_DIGITAL.pdf).

25 <sup>4</sup> *Id.*, at pp. 14, 16.

26 <sup>5</sup> *Id.*, at p. 20.

27 <sup>6</sup> <https://www.cityofinglewood.org/AgendaCenter/ViewFile/Item/13578?fileID=16985.3>

28 <sup>7</sup> <https://www.seiu-uhw.org/press/inglewood-voters-pass-measure-hc-25-minimum-wage-for-healthcare-workers-healthcare-industry-spends-1-1-million-to-defeat-fair-wages-in-duarte/>.

<sup>8</sup> [https://content.qcode.us/lib/inglewood\\_ca/alerts/documents/ordinance\\_23\\_10.pdf](https://content.qcode.us/lib/inglewood_ca/alerts/documents/ordinance_23_10.pdf).

1 facing staffing shortages that could jeopardize the availability of care in our  
2 city. Healthcare job vacancies are rising as workers on the frontlines deal with  
3 the emotional, mental, and physical fallout of providing healthcare during a  
4 pandemic. Workforce shortages across industries also mean that the healthcare  
5 industry is competing with other economic sectors to fill critical non-clinical  
6 positions such as for cleaning staff, food service workers, and IT  
7 administrators. With rising housing costs, healthcare workers are being forced  
8 to live further from their places of work, increasing their stress and leading to  
9 retention challenges. While healthcare workers are experiencing  
10 unprecedentedly difficult working conditions and burnout, the healthcare  
11 industry received billions of dollars in stimulus funds during the pandemic and  
12 many CEOs were paid compensation packages in the millions. The healthcare  
industry needs to fairly compensate workers who are sacrificing every day to  
care for their patients. Raising the minimum wage will help address retention  
challenges and workforce shortages affecting healthcare facilities in  
Inglewood, and will fairly compensate healthcare workers for their  
contributions and sacrifices.”<sup>9</sup>

13 14. As noted above, Section 8-152(a) of the Ordinance states as follows: “An  
14 Employer shall ensure that each Healthcare Worker it employs, or over whom it exercises control,  
15 is paid a Minimum Wage equivalent to no less than the hourly rate set forth herein or under the  
16 authority of this Article for hours worked within the geographic boundaries of the City.”  
17 Pursuant to Section 8-152(b)(1), “[t]he Minimum Wage for Healthcare Workers shall be as  
18 follows: On the effective date of this Article, the Minimum Wage shall be no less than \$25 per  
19 hour.”<sup>10</sup> Section 3 of the Ordinance states that its “effective date” will be “the earliest date  
20 allowed by law” after approval by the voters.<sup>11</sup> The City Council has stated that the Ordinance is  
21 effective as of December 23, 2023.

22 15. Pursuant to Section 8-151(b)(1) of the Inglewood Municipal Code, a “Covered  
23 Healthcare Facility” includes “[a] licensed general acute care hospital as defined in Section  
24  
25

26 \_\_\_\_\_  
27 <sup>9</sup> *Id.*

<sup>10</sup> *Id.*

28 <sup>11</sup> *Id.*

1 1250(a) of the California Health and Safety Code.”<sup>12</sup> There is no dispute that Defendant Medical  
2 Center is a covered healthcare facility under this definition.

3 16. Pursuant to Section 8-151(d) of the Inglewood Municipal Code, an “Employee”  
4 “has the same meaning as in Section 2775 of the California Labor Code.”<sup>13</sup> There is no dispute  
5 that members of the SEIU-UHW bargaining unit employed at the Medical Center are and were at  
6 all relevant times “employees” under this definition.

7 17. Pursuant to Section 8-151(e) of the Inglewood Municipal Code, an “Employer”  
8 “means any Person, including a corporate officer or executive, who directly or indirectly or  
9 through any other Person, including through the services of a temporary service, staffing agency,  
10 or similar entity, employs or exercises control over the wages, hours or working conditions of any  
11 Employee.”<sup>14</sup> There is no dispute that Defendant Medical Center and Defendant Abdelnasser are  
12 Employers under this definition.

13 18. Pursuant to Section 8-151(f) of the Inglewood Municipal Code, a “Healthcare  
14 Worker” “means any Employee who is employed to work at or by a Covered Healthcare Facility  
15 to provide patient care, healthcare services, or services supporting the provision of healthcare.  
16 ‘Healthcare Worker’ includes a clinician, professional, non-professional, nurse, certified nursing  
17 assistant, aide, technician, maintenance worker, janitorial or housekeeping staffperson,  
18 groundskeeper, guard, food service worker, laundry worker, pharmacist, nonmanagerial  
19 administrative worker and business office clerical worker, but does not include manager or  
20 supervisor. A ‘Healthcare Worker’ works at a Covered Healthcare Facility only if that  
21 individual’s primary work assignment is physically located at one or more such facilities.”<sup>15</sup>  
22 There is no dispute that members of the SEIU-UHW bargaining unit employed at the Medical  
23 Center are and were at all relevant times are healthcare workers under this definition.

24 //

25 \_\_\_\_\_  
26 <sup>12</sup> [https://content.qcode.us/lib/inglewood\\_ca/alerts/documents/ordinance\\_23\\_10.pdf](https://content.qcode.us/lib/inglewood_ca/alerts/documents/ordinance_23_10.pdf).

27 <sup>13</sup> *Id.*

28 <sup>14</sup> *Id.*

<sup>15</sup> *Id.*

1 **DEFENDANT’S UNLAWFUL CONDUCT**

2 19. Defendants initially complied with requirements of Section 8-152(b)(1) of the  
3 Inglewood Minimum Wage Ordinance and raised the wage rates of all covered employees  
4 working at Centinela Hospital Medical Center whose hourly wage was previously below \$25 per  
5 hour to \$25 per hour.

6 20. Notwithstanding the above, the Medical Center and its parent corporation, Prime  
7 Healthcare, have been public opponents of Measure HC and similar minimum wage increases in  
8 other cities. For example, at a February 21, 2023, meeting of the City Council of Lynwood,  
9 California, Fred Ortega, Senior Corporate Director of Government Relations for Prime  
10 Healthcare, spoke out against the passage of a healthcare worker minimum wage ordinance in  
11 Lynwood. Mr. Ortega directly referenced Inglewood’s new minimum wage law, stating that the  
12 consequences of the Inglewood Ordinance at Centinela Hospital Medical Center included cuts to  
13 OBGYN services and reductions to work hours for employees in the radiology and imaging  
14 departments. An audio recording of Mr. Ortega’s comments is available at this link:  
15 <https://portal.laserfiche.com/Portal/Browse.aspx?id=272934&repo=r-a1e5613e>.

16 21. Consistent with Mr. Ortega’s statement, Defendants have significantly cut the  
17 hours of employees in certain departments at Centinela Hospital Medical Center since the \$25  
18 minimum wage law went into effect.

19 22. Affected work groups include significant numbers of SEIU-UHW members in the  
20 Radiology Department. Starting in approximately January 2023, the Medical Center instituted a  
21 “pre-flexing” policy in this department, wherein employees are told prior to their scheduled shifts  
22 that they are not needed for work that day. The introduction of this policy has led to employees  
23 in the department working fewer total hours than they did prior to January 2023—right around the  
24 time the Ordinance became effective.

25 23. This is the exact same department where Mr. Ortega, acting as a representative of  
26 Defendant Medical Center and its parent corporation, claimed in public that there would be cuts  
27 to hours due to the passage of Ordinance No. 23-10.

28 24. Also affected are significant numbers of SEIU-UHW members in the Emergency



1 Department. Historically, the Medical Center staffed six (6) Emergency Medical Technicians  
2 (“EMTs”) on each shift. In approximately February 2023, about one month after Ordinance No.  
3 23-10 became effective, the Medical Center changed this practice, and began scheduling only  
4 four (4) EMTs per shift. This change has led to employees in the department working fewer total  
5 hours than they did prior to February 2023.

6 25. Unit Secretaries in the Emergency Department were impacted as well.  
7 Historically, the Medical Center staffed two (2) Unit Secretaries per shift. In January 2023,  
8 immediately after Ordinance No. 23-10 went into effect, the Medical Center changed this to only  
9 one (1) Unit Secretary per shift. This has led to employees in the department working fewer total  
10 hours than they did prior to February 2023.

11 26. Additionally, supervisors in the Emergency Department informed workers that  
12 “big changes” were coming in the department because of the Ordinance.

13 27. The Medical Center has also cut the hours of employees in the PBX Department  
14 (phone operators). In approximately January 2023, immediately after the effective date of the  
15 Ordinance, Defendants eliminated entire shifts previously assigned to PBX workers on certain  
16 days of the week. Defendants also shortened the hours of remaining shifts. These changes have  
17 led to various employees in the department working fewer total hours than they did prior to  
18 January 2023.

19 28. Mr. Ortega’s statement regarding “cuts” to OBGYN services at Centinela Hospital  
20 Medical Center came just a month after a patient tragically died during childbirth at the Medical  
21 Center.<sup>16</sup> As noted above, 73% of California healthcare workers reported that they at least  
22 sometimes lack proper time to care for patients due to short staffing.

23 29. Along with cuts to hours, Defendants have laid off groups of employees in a direct  
24 effort to offset the costs of compliance with Ordinance No. 23-10.

25 30. Prior to the announcement of these layoffs but after Inglewood voters passed the  
26 Ordinance, April Jones, Director of the Medical Center’s Admitting Department, told Jorge

27 \_\_\_\_\_  
28 <sup>16</sup> <https://www.beckershospitalreview.com/patient-experience/prime-healthcare-hospital-under-investigation-after-death-of-postpartum-woman.html>.

1 Cabrera, the SEIU-UHW Union Representative assigned to the Medical Center, that “big  
2 changes” were coming as a result of the Ordinance.

3 31. On March 17, 2023, Mr. Cabrera received a letter from Kerri Holmes, Employee  
4 and Labor Relations Manager for Defendant, titled “Reduction in Force – Centinela Hospital  
5 Medical Center.” The letter announced that 34 SEIU-UHW members would be laid off. A true  
6 and correct copy of this letter is attached hereto as **EXHIBIT A**.

7 32. On the same day, individual affected employees began receiving letters informing  
8 them that they would be laid off effective March 31, 2023. The letters cited “changes in business  
9 conditions” as justification for the layoffs.

10 33. Defendants laid off employees in at least four (4) departments: Admitting;  
11 Emergency Services; Surgery; and Cardiology.

12 34. Of the 34 SEIU-UHW who were laid off, 30 of them (88%) had been making less  
13 than \$25 per hour prior to the implementation of Ordinance No. 23-10, meaning that Defendants  
14 had to raise their pay to comply with the Ordinance.

15 35. Among those workers laid off was an employee and SEIU-UHW member who had  
16 worked at the Medical Center for over 50 years.

17 36. On information and belief, Defendants laid off 48 employees in total (not just  
18 SEIU-UHW members). This number is significant and intentional, as it just barely below the  
19 legal threshold to trigger the protections of the Worker Adjustment and Retraining Notification  
20 (WARN) Act, which covers layoffs of 50 employees or more.

21 **FIRST CAUSE OF ACTION**

22 ***Improper Funding of Minimum Wage Increase***  
23 **[Inglewood Municipal Code § 8-152(c)]**

24 37. Pursuant to Inglewood Municipal Code section 8-152(c):

- 25 a. “An Employer may not fund the Minimum Wage increases required by this  
26 Article in any of the following ways:
- 27 • (1) Reducing Healthcare Workers’ premium pay rates or shift  
28 differentials;
  - (2) Reducing vacation, healthcare, or other non-wage benefits of any  
Healthcare Worker;

- (3) Reducing Healthcare Workers’ hours of work;
- (4) Laying off healthcare workers; or
- (5) Increasing charges to any Healthcare Worker for parking, work-related materials or equipment.”

38. Pursuant to Inglewood Municipal Code section 8-152(d), “An Employer is in violation of Subsection (c) of this Section if the Minimum Wage requirements of this Article are a motivating factor in the Employer’s decision to take any of the actions described in Subsection (c) of this Section, unless the Employer proves that it would have taken the same action at the time that it did irrespective of the operation of this Article.”

39. Defendants violated Section 8-152(c)(3) of the Inglewood Municipal Code when they reduced the hours of work of covered employees, as described in ¶¶ 21-28 of this Complaint, for purposes of funding and/or offsetting the costs associated with the wage increases enacted by Ordinance No. 23-10.

40. Mr. Ortega, speaking as an agent and representative of the Medical Center’s parent corporation, announced to the Lynwood City Council that Ordinance No. 23-10 had caused Defendant Centinela Hospital Medical Center to reduce the hours of employees in the radiology and imaging departments. This clearly establishes an improper purpose for these cuts to employee work hours and suggests that any alternative explanations from Defendants are pretextual.

41. The clear import of Mr. Ortega’s words is that if Lynwood did not enact an increased minimum wage for healthcare workers, there would be no cuts to employee work hours. Thus, it is impossible for Defendants to show that they would have made these cuts if Ordinance No. 23-10 had never passed.

42. Supervisors in the Medical Center’s Emergency Department told workers that “big changes” were coming because of the Ordinance. Then, mere weeks after the Ordinance went into effect, Defendants instituted changes in the department that resulted in various employees working fewer scheduled hours than they had historically worked.

43. Defendants made similar staffing changes in the Radiology and Admitting Departments in the weeks immediately following the effective date of the Ordinance. The timing

1 of these actions clearly establishes improper motivation.

2 44. Defendants violated Section 8-152(c)(4) of the Inglewood Municipal Code when  
3 they laid off covered employees, as described in ¶¶ 29-36 of this Complaint, for purposes of  
4 funding and/or offsetting the costs associated with the wage increases enacted by Ordinance No.  
5 23-10.

6 45. Holmes' letter to affected employees cited "changes in business conditions," but  
7 was not more specific. The most significant change in business conditions for Defendants in the  
8 past several months is the increased minimum wage.

9 46. In a letter to Prime Healthcare employees, the Company's CEO cited a "drop in  
10 patient volume" as the reason for the layoffs at Centinela Hospital Medical Center. But  
11 Defendant's own data belies this assertion. Patient census has remained relatively steady since at  
12 the Medical Center since approximately February 2021—and has even increased by a small  
13 amount since that time.

14 47. Defendants' explanations are pretextual. The much more logical and likely  
15 explanation for the layoffs, as demonstrated in Mr. Ortega's comments, is that Defendants are  
16 funding the cost of increased wages for the rest of its workforce by laying off an unlucky group.  
17 This is clearly prohibited by the Ordinance.

18 48. Ordinance No. 23-10 provides penalties for conduct of the kind described above.  
19 Pursuant to Section 8-155(d) of the Inglewood Municipal Code, Plaintiff is entitled to "all  
20 remedies available under the law or in equity, including injunctive or other equitable relief,  
21 reinstatement," and "the payment of any wages unlawfully withheld." Those workers affected by  
22 Defendants' unlawful reduction of hours should receive back pay, with interest, compensating  
23 them for wages they would have otherwise earned if not for the actions of Defendants. Moreover,  
24 those workers who have been laid off should have their jobs reinstated with full back pay to  
25 compensate for lost wages, plus interest.

26 49. Section 8-155(d) also states that an affected Healthcare Worker or their  
27 Representative can recover "payment of penalties in the amount of up to \$120 to each Healthcare  
28 Worker for each day that a violation occurred or continued." Plaintiff is owed this penalty for

1 each day since March 31, when the layoffs went into effect, for each of the 34 affected SEIU  
2 UHW members. Moreover, workers affected by Defendants' unlawful reduction of hours, as  
3 described in ¶¶ 21-28, are owed this penalty for each day since these reductions went into effect.

4 50. Additionally, Section 8-155(d) allows for "reasonable attorneys' fees and costs."  
5 Plaintiff is owed attorneys' fees because Defendant's blatant disregard for the law has forced  
6 them to obtain legal counsel to secure a victory they already achieved at the ballot box in  
7 November.

## 8 SECOND CAUSE OF ACTION

### 9 *Retaliation*

#### 10 [Inglewood Municipal Code § 8-153]

11 51. Pursuant to Inglewood Municipal Code section 8-152(c), "No Employer shall  
12 discharge, terminate a contract with, reduce compensation to, or otherwise discriminate against  
13 any Healthcare Worker for opposing any practice proscribed by this Article, for participating in  
14 proceedings related to this Article, for seeking to enforce rights under this Article by any lawful  
15 means, or for otherwise asserting rights under this Article ... Taking any adverse action against a  
16 Healthcare Worker within 90 days of the Healthcare Worker's rights protected under this Article  
17 shall raise a rebuttable presumption of having done so in retaliation for the exercise of such  
18 rights."

19 52. Defendants violated Section 8-153 of the Inglewood Municipal Code when they  
20 laid off SEIU-UHW members in retaliation for these members participating in the public  
21 campaign to pass Ordinance No. 23-10.

22 53. Defendants violated Section 8-153 of the Inglewood Municipal Code when they  
23 laid off SEIU-UHW members in retaliation for SEIU UHW's sponsorship of the ballot measure  
24 that became Ordinance No. 23-10.

25 54. Moreover, the adverse action suffered by these workers occurred within 90 days of  
26 when they last exercised their rights under Ordinance No. 23-10 and/or publicly campaigned for  
27 the Ordinance, creating a presumption that Defendant's actions were retaliatory.

28 55. In addition to the damages described above in ¶¶ 48-50, Plaintiff and the workers

1 affected by this retaliation are owed “reinstatement and a trebling of all wages and penalties  
2 owed” pursuant to Section 8-155(d) of the Inglewood Municipal Code.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff respectfully prays for relief against Defendants and DOES 1  
5 through 100, inclusive, and each of them, as follows:

- 6 1. For injunctive relief in the form of reinstatement of all employees unlawfully laid  
7 off from their job positions at Centinela Hospital Medical Center by Defendant;
  - 8 2. For injunctive relief in the form of reinstating the previous work schedules of all  
9 affected workers whose hours were unlawfully reduced by Defendant;
  - 10 3. For compensatory damages in an amount to be determined at trial, but not less than  
11 the sum of:
    - 12 a. All back wages owed to affected employees who were unlawfully laid off  
13 by Defendants, plus interest; and
    - 14 b. All back wages owed to affected employees whose hours were unlawfully  
15 reduced by Defendants, plus interest.
  - 16 4. For penalties available under the law, not less than the sum of:
    - 17 a. \$120 per day each affected worker has been unlawfully laid off; and
    - 18 b. \$120 per day each affected worker has had their hours unlawfully reduced.
  - 19 5. For all those affected workers whose layoff or reduction in hours is found to be the  
20 result of retaliation within the meaning of Section 8-153 of the Inglewood Municipal Code, a  
21 trebling of all back wages and penalties owed;
  - 22 6. For reasonable attorneys’ fees and costs pursuant to Section 8-155(d) of the  
23 Inglewood Municipal Code and California Code of Civil Procedure section 1021.5, and/or any  
24 other applicable provisions providing for attorneys’ fees and costs; and
  - 25 7. For such further relief that the Court may deem just and proper.
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Dated: April 11, 2023

WEINBERG, ROGER & ROSENFELD  
A Professional Corporation



By:

Bruce A. Harland  
William T. Hanley  
Michaela F. Posner

Attorneys for Plaintiff SERVICE EMPLOYEES  
INTERNATIONAL UNION, UNITED  
HEALTHCARE WORKERS-WEST

# **EXHIBIT A**





Centinela Hospital  
Medical Center



03/17/2023

Transmitted Via Electronic Mail

Jorge Cabrera  
Union Representative SEIU  
[jcabrera@seiu-uhw.org](mailto:jcabrera@seiu-uhw.org)

RE: REDUCTION IN FORCE – CENTINELA HOSPITAL MEDICAL CENTER

Dear: Jorge

I write to inform you of the reduction in force (RIF) at the Centinela Hospital Medical Center (CHMC). After a thorough assessment of the needs of our patients and community, it was determined that we are currently overstaffed in certain units. While meeting requirements under the CBA between the parties, CHMC is providing you with this letter to notify you that thirty-four (34) SEIU members will be impacted by this reduction in force.

Impacted staff will be informed and we will work together to attempt to identify open positions for which they qualify elsewhere within the hospital. The planned action, when finalized, will be permanent and all employees (see attachment for names) will be separated from their employment unless the effected employee seek new employment, offered position within the hospital, or offered new employment at another Prime Healthcare hospital. Bumping or displacement rights (if any) will be available to the effected employees as indicated in the CBA between the parties.

The information provided in this notice is based on the best information currently available to us but may change due to subsequent events beyond our control. You will be informed of any significant changes in theses plans as additional information becomes available.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Kerri Holmes  
Employee and Labor Relations Manager (CHMC)  
310 680-8059  
[Kholmes3@primehealthcare.com](mailto:Kholmes3@primehealthcare.com)