

Case Management Conference
2026-02-10 8:45AM in 10A

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Attorneys for Plaintiff,
THELMA RAMOS,
and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

THELMA RAMOS, an individual, on behalf of) Case No.: STK-CV-UOE-2025-0006410
herself, all aggrieved employees, and the State)
of California as a Private Attorneys General,)

Plaintiff,

vs.

REPRESENTATIVE ACTION

ASCC, LLC, a California limited liability
company, and DOES 1-50, inclusive,

Defendant.

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.***

1 Plaintiff THELMA RAMOS brings this PAGA representative action complaint on behalf
2 of herself, all aggrieved employees, and the State of California as a Private Attorneys General, and
3 alleges as follows:

4 5 **NATURE OF THE ACTION**

6 1. Plaintiff THELMA RAMOS worked as an employee for Defendant ASCC, LLC and
7 Does 1-50 (collectively “Defendant”). Defendant operates a skilled nursing facility. Plaintiff
8 THELMA RAMOS worked for Defendant from 2014 to December 19, 2024, as a Certified
9 Nursing Assistant (CNA) at Riverwood Healthcare Center located in Stockton, California.

10 2. Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004
11 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly
12 nonexempt employees of Defendant in California within one year of serving notice on the LWDA
13 to the present are aggrieved employees.

14 3. Defendant failed to comply with California Labor Code requirements due to erroneous,
15 willful and intentional employment practices and policies. Plaintiff brings this representative
16 action on behalf of herself, all other similarly situated aggrieved employees, and the State of
17 California, based upon the claims articulated below. Plaintiff provided notice of their claims
18 pursuant to §2698 *et. seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as
19 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
20 LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
21 period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
22 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

23 4. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
24 worked, including overtime hours worked; (2) improper calculation of overtime rate – failure to
25 pay overtime wages; (3) improper calculation of overtime rate – failure to pay overtime wages; (4)
26 failing to pay all wages owed twice per month; (5) failing to pay minimum wage (6) failing to pay
27 wages due upon termination; (7) failing to permit compliant meal breaks; (8) failing to provide
28 rest breaks; (9) failing to provide accurate itemized wage statements. Defendant is therefore liable

1 for civil penalties under the Cal. Labor Code, including the Private Attorney General Act
2 (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

3 **THE PARTIES**

4 5. Plaintiff THELMA RAMOS is a resident of the State of California and worked as an
5 employee for Defendant from 2014 to December 19, 2024, as a Certified Nursing Assistant (CNA)
6 at Riverwood Healthcare Center located in Stockton, California.

7 6. Defendant ASCC, LLC is a California limited liability company authorized to do
8 business and doing business in California with the capacity to sue and to be sued, and doing
9 business, in the county of San Joaquin, State of California.

10 7. Plaintiff is unaware of the true names, capacities, relationships, and extent of
11 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is
12 informed and believes and thereon alleges that said Defendant is legally responsible for the
13 wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff
14 will amend this complaint when their true names and capabilities are ascertained.

15 8. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
16 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
17 of the representative class, and exercised control over their wages, hours, and working conditions.
18 Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects
19 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
20 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
21 to the other Defendants.

22 **JURISDICTION AND VENUE**

23 9. Venue is proper in this judicial district because Defendant conducts business in this
24 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
25 in this case that arose in this county.

26 10. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
27 the Superior Court and will be established according to proof at trial. Based on information,
28 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for

1 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
2 (\$25,000).

3 11. The California Superior Court has jurisdiction in this matter because Plaintiff is a
4 resident of California and Defendant is qualified to do business in California and regularly conduct
5 business in California. Further, there is no federal question at issue as the claims herein are based
6 solely on California law.

7 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

8 12. During the relevant time-period, Defendant committed various violations of the
9 California Labor Code as alleged below in more detail. Defendant enforces multiple policies that
10 violate state law, which are intended to increase profits to the detriment of aggrieved employees.

11 13. This representative action represents over one hundred current and former aggrieved
12 employees.

13 14. For at least one (1) year prior to the date of service notice on the LWDA, and continuing
14 to the present, Defendant engaged in unlawful employment practices that resulted in violations of
15 numerous Labor Code sections, as set forth more fully below.

16 15. Plaintiff and all current and former employees within one year of filing this action to
17 the present are aggrieved employees within the meaning of Labor Code 2699, *et seq.* (See Labor
18 code §2699(c).)

19 16. Defendant, and each of them, have committed the following violations of the California
20 Labor Code:

21 **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

22 (Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558,
23 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

24 17. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
25 incorporate said paragraphs herein by reference.

26 18. The Wage Orders define "hours worked" as "the time during which an employee is
27 subject to the control of an employer, and including all the time the employee is suffered or
28 permitted to work, whether or not required to do so." Defendant has been engaged in many

1 unlawful employment practices which resulted in underpayment for hours worked each pay period,
2 including overtime hours worked based on the employees regular rate of pay, as more fully set
3 forth below. Defendant has also failed to pay the required minimum wage for all hours worked,
4 and has failed to pay all wages owed twice per month.

5 19. Plaintiff and aggrieved employees have been employed under conditions prohibited by
6 the wage order, and thus Defendant has also violated §§1198 and 1199. Defendant is liable for
7 civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

8 20. Off-the-Clock Hours Worked. Plaintiff and aggrieved employees frequently worked
9 off the clock and were routinely subjected to periods wherein they were under the Defendant's
10 control but not compensated for their time given the time required to walk to and wait at the
11 timeclock. Because Plaintiff and aggrieved employees were required to report to the timeclocks to
12 clock in prior proceeding to their workstations, time spent walking to and waiting at timeclocks is
13 compensable. Plaintiff and aggrieved employees often waited in line at the time clock which was
14 at least a one-minute walk from the designated work area. Plaintiff and aggrieved employees
15 needed to go to the time clock early to join the line to ensure they could clock back in on time.

16 21. Work Performed During Unpaid Meal Periods. As more fully set forth below,
17 Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of "not less
18 than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and
19 512.

20 22. Plaintiff and aggrieved employees were often interrupted while clocked out for meal
21 periods to address patient care and other issues. When interrupted with work while on unpaid meal
22 periods, employees are forced to work off the clock

23 **Improper Calculation of Overtime Rate – Failure to Pay Overtime Wages**

24 **(Cal. Lab. Code §§218, 510 et. seq., 1194)**

25 23. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
26 incorporate said paragraphs herein by reference.

27 24. Defendant pays additional compensation such as shift premiums and/or
28 nondiscretionary bonuses to its hourly, non-exempt employees. It is well established that

1 nondiscretionary bonuses retroactively increase the employee's "regular rate" of pay for purposes
2 of calculating overtime. (Labor Code §207) The "regular rate" is calculated by dividing the hours
3 worked in a week by all the compensation earned for that week. When an employee is later paid a
4 bonus that is partly due to work performed in that week, this additional pay must be added into the
5 total compensation for the week, increasing the employee's regular rate of pay. (*Marin v. Costco*
6 *Wholesale Corp.* (2008) 169 CA4th 804, 807.)

7 25. Defendant pays bonuses, including nondiscretionary bonuses for attendance at work.
8 For example, Plaintiff and aggrieved employees are paid twice per calendar month. However, if
9 within the monthly timeframe, an employee does not miss work he or she gets a \$350 bonus. This
10 bonus is not correctly incorporated into the regular rate of pay for the one-month period to which
11 this bonus is applicable.

12 26. On information and belief, Plaintiff's wage statements, and those issued to aggrieved
13 employees, show that the \$350 bonus was incorrectly factored into the pay period during which it
14 was paid, and it was not considered for the other pay period within the calendar month.
15 Additionally, the regular rate of pay is incorrect for both overtime and double time.

16 27. Because Defendant failed to properly calculate and pay overtime at the regular rate of
17 pay, overtime remains unpaid for all impacted employees.

18 **Failure to Properly Calculate and Pay Sick Leave Wages- Regular Rate**

19 Cal. Labor Code §§246, 2698 *et seq*

20 28. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
21 incorporate said paragraphs herein by reference.

22 29. Employers must calculate paid sick leave for non-exempt employees in one of two
23 ways:

24 A. Paid sick time for nonexempt employees shall be calculated in the
25 same manner as the regular rate of pay for the workweek in which the employee
26 uses paid sick time, whether or not the employee actually works overtime in
27 that workweek; [or]
28

1 B. Paid sick time for nonexempt employees shall be calculated by
2 dividing the employee's total wages, not including overtime premium pay, by
3 the employee's total hours worked in the full pay periods of the prior 90 days
4 of employment.

5 Labor Code § 246 (l)

6 30. Plaintiff and aggrieved employees were paid sick leave wages at their base hourly rates
7 of pay, which is less than required under either of the two alternative methods of calculation
8 provided by Labor Code section 246(l)

9 31. As discussed above, Defendant pays attendance bonuses but does not properly
10 incorporate these bonuses into aggrieved employees' regular rate of pay for purposes of calculating
11 overtime, sick pay, vacation wages, or meal and rest period premium pay.

12 **Failure to Pay All Wages Owed Twice Per Month**

13 (Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

14 32. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
15 incorporate said paragraphs herein by reference.

16 33. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
17 twice during each calendar month pursuant to Labor Code §204(a).

18 34. Defendant failed to pay all wages earned to employees as a result of the unlawful
19 employment policies and practices discussed herein. As a result of these practices, employees were
20 underpaid for hours worked, including overtime and premium wages, and this underpayment
21 resulted in a failure to pay all wages owed twice per month.

22 35. Due to these failures, Defendant is liable under Labor Code §204, 210 and 2698 *et seq.*
23 for failure to pay wages as required by law.

24 **Failure to Pay Minimum Wage**

25 (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

26 36. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
27 incorporate said paragraphs herein by reference.
28

1 37. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
2 to suffer or permit a California employee to work without paying wages at the proper minimum
3 wage for all time worked as required by the applicable IWC Wage Order.

4 38. Defendant failed to pay Plaintiff and aggrieved employees for all hours worked as a
5 result of Defendant's practices described above. Based on Defendant's unlawful conduct described
6 herein, and because Plaintiff and the aggrieved employees were paid at or near minimum wage,
7 employer's failure to pay for all hours worked, including overtime, resulted in a payment of less
8 than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and
9 the Wage Orders. Defendant is liable for civil penalties pursuant to Labor Code §§558 and 2698
10 *et seq.*

11 **Failure to Pay Wages Due Upon Termination**

12 (Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 *et seq.*)

13 39. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
14 incorporate said paragraphs herein by reference.

15 40. An employee who is discharged must be paid all of his or her wages, including accrued
16 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
17 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
18 Plaintiff at the time employment terminated.

19 41. Defendant willfully failed to pay employees who are no longer employed by it all
20 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
21 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
22 waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties pursuant to
23 Cal. Lab. Code § 2698 *et. seq.*

24 **Failure to Permit Compliant Meal Periods**

25 (Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

26 42. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
27 incorporate said paragraphs herein by reference.
28

1 43. Labor Code §512 provides, “[a]n employer may not employ an employee for a work
2 period of more than five hours per day without providing the employee with a meal period of not
3 less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee
4 to work during any meal... period mandated by an applicable order of the Industrial Welfare
5 Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee
6 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
7 duty’ meal period and counted as time worked.”

8 44. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
9 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
10 §§226.7 and 512. When meal periods were noncompliant, Defendant failed to pay all premium
11 pay to Plaintiff and aggrieved employees at their regular rates of pay given the miscalculation of
12 the regular rate described above. As a derivative claim, Plaintiff alleges that pay statements were
13 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor
14 Code §226(a).

15 45. Plaintiff and Plaintiff’s coworkers frequently experienced late and short meal periods
16 due to patient care, scheduling, and the press of work. Meal breaks were also often interrupted,
17 resulting in both a meal period violation as well as unpaid off the clock work. Defendant was
18 required to but did not pay meal premium wages for all violations at the employees’ regular rate
19 of pay.

20 **Failure to Provide Rest Breaks**

21 (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

22 46. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
23 incorporate said paragraphs herein by reference.

24 47. Defendant failed to maintain a compliant rest period policy and practice that provides
25 its employees with off-duty rest periods as required by California law.

26 48. Similar to the meal break interruption issue, rest breaks were also often interrupted with
27 patient care issues and requests. Defendant did not staff and schedule rest breaks in a way that
28

1 would permit uninterrupted net 10-minute rest periods. Defendant's policy does not state that rest
2 breaks are "paid."

3 49. The rest period requirement obligates employers to permit and authorize employees to
4 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
5 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
6 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's
7 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
8 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC
9 Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance
10 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
11 pay at the employee's regular rate of compensation for each work day that the rest period is not
12 provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable
13 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein
14 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
15 rest area and cannot include time it takes to get to and from the rest area). The employer must show
16 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
17 what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest
18 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*
19 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to
20 clearly communicate the authorization and permission [to take rest periods] to their employees.").

21 50. Defendant did not authorize or permit all of its hourly employees to take at least a ten
22 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
23 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
24 were missed Defendant failed to pay the 1-hour premium, as required.

1 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**
2 **Requirements**

3 (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq*)

4 51. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
5 incorporate said paragraphs herein by reference.

6 52. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
7 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
8 and keep accurate records as required by §1174(d).

9 53. Wage statements issued by Defendant incorrectly include the following items in the
10 total hours calculation: double counting overtime, double counting double time, and include
11 holiday and vacation pay. This is a non-exhaustive list.

12 54. Derivative of the claims above, the statements provided to Plaintiff and aggrieved
13 employees, and the records maintained by Defendant, have not accurately reflected actual gross
14 wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked,
15 and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

16 55. §226 (a) requires:

17 A. An employer, semimonthly or at the time of each payment of wages,
18 shall furnish to his or her employee, either as a detachable part of the check,
19 draft, or voucher paying the employee's wages, or separately if wages are paid
20 by personal check or cash, an accurate itemized statement in writing showing
21 (1) gross wages earned, (2) total hours worked by the employee, except as
22 provided in subdivision (j), (3) the number of piece-rate units earned and any
23 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
24 deductions, provided that all deductions made on written orders of the employee
25 may be aggregated and shown as one item, (5) net wages earned, (6) the
26 inclusive dates of the period for which the employee is paid, (7) the name of the
27 employee and only the last four digits of his or her social security number or an
28 employee identification number other than a social security number, (8) the

1 name and address of the legal entity that is the employer and, if the employer is
2 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
3 and address of the legal entity that secured the services of the employer, and (9)
4 all applicable hourly rates in effect during the pay period and the corresponding
5 number of hours worked at each hourly rate by the employee...

6 56. Such failures called injury to Plaintiff and others, by, among other things, impeding
7 them from knowing the true legal name of their employer, the total hours worked, and the amount
8 of wages to which they are and were entitled. Defendant knowingly and intentionally failed to
9 accurately itemize the gross wages earned, net wages earned, and total hours worked.

10 57. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

11 **FIRST CAUSE OF ACTION**

12 **Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)**

13 **(California Labor Code §2698 *et seq.*)**

14 58. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
15 incorporate said paragraphs herein by reference.

16 59. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendant
17 during the applicable statutory period and suffered one or more of the Labor Code violations set
18 forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and
19 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
20 attorneys’ fees and costs.

21 60. Plaintiff seeks to recover the PAGA civil penalties through a representative action
22 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
23 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

24 61. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
25 Code provisions:

- 26 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
27 Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510,
28 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders);

- b. Improper Calculation of Overtime Rate – Failure to Pay Overtime Wages (Cal. Labor Code §§218, 510 et. seq., 1194);
- c. Failure to Properly Calculate and Pay Sick Leave Wages- Regular Rate (Cal. Labor Code §§218, 510 et. seq., 1194);
- d. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210 and 2698 *et seq.*);
- e. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 et seq., IWC Wage Orders, 2698 et seq.);
- f. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 et seq.);
- g. Failure to Permit Compliant Meal Periods (Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 et seq., Wage Order);
- h. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*);
- i. Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements (Cal. Labor Code §§ 226, 1174, 2698 *et seq.*).

62. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §226(a).

63. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid.

64. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay

1 period, per aggrieved employee for subsequent violations for all Labor Code provisions for which
2 a civil penalty is not specifically provided.

3 65. Plaintiff and the other current and former employees of Defendant are aggrieved
4 employees. They were or are employed by Defendant, and each of them, and the violations alleged
5 herein were committed against them. Plaintiff brings this action on behalf of herself and all other
6 current and former aggrieved employees.

7 66. At the time of each violation, Defendant employed one or more employees.

8 67. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of
9 them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be
10 determined at trial, pre-judgment interest, costs and attorneys' fees.

11 68. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior
12 to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and
13 Workforce Development Agency ("LWDA") and served by certified mail upon Defendant,
14 Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions
15 that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory
16 timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code
17 §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved
18 employees and the State of California.

19 PRAYER FOR RELIEF

20 WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for
21 judgement against Defendant as follows:

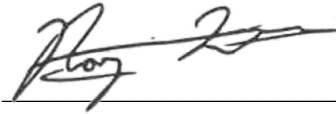
- 22 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be
23 determined at trial, but at least the jurisdictional amount of this Court;
- 24 2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g)
25 and/or other applicable law;
- 26 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
27 law;

28 ///

- 1 4. Pre-judgement and post-judgement interest as provided by law; and
2 5. Such other and further relief that the Court may deem just and proper.
3

4 DATED: May 5, 2025

KOUL LAW FIRM, APC

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8 BY: Nazo Koulloukian, Esq.
9 Attorneys for Plaintiff THELMA RAMOS, and all
10 aggrieved employees
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