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Assigned for All Purposes
Judge Melissa R. McCormick

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CX-104

Attorneys for Plaintiff
GOHAR BOSNUYAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

GOHAR BOSNUYAN, on behalf of the State of
California and other aggrieved persons,

Plaintiff,

v.

PALOMA MEDICAL GROUP, INC., a
corporation; PALOMA MEDICAL PARTNERS
– A CALIFORNIA GENERAL PARTNERSHIP,
an unknown entity; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 30-2025-01478152-CU-OE-CXC

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

1 Plaintiff GOHAR BOSNUYAN (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant PALOMA MEDICAL GROUP, INC.,
6 PALOMA MEDICAL PARTNERS – A CALIFORNIA GENERAL PARTNERSHIP, and DOES
7 1 through 10 (PALOMA MEDICAL GROUP, INC., PALOMA MEDICAL PARTNERS – A
8 CALIFORNIA GENERAL PARTNERSHIP, and DOES 1 through 10 are collectively referred to
9 as “Defendants”) for civil penalties under the Private Attorneys General Act of 2004, California
10 Labor Code §§ 2698, *et seq.* (“PAGA”) stemming from Defendants’ failure to pay for all hours
11 worked (minimum, straight time, and overtime wages), failure to provide legally compliant meal
12 periods and related meal period premiums, failure to authorize and permit rest periods and related
13 rest period premiums, failure to pay all earned wages twice per month, failure to maintain accurate
14 records of hours worked and meal periods, failure to furnish accurate wage statements, and failure
15 to indemnify for necessary business expenditures.

16 2. For over 50 years, California’s courts and legislature have recognized that this
17 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
18 Wages are not ordinary debts. Because of the economic position of the average worker and his or
19 her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that
20 employees are promptly paid the minimum/overtime wages that the Legislature has required for
21 employees. So fundamental are California’s wage-and-hour laws that the Legislature has
22 criminalized certain types of violations. In extending extra protection to deter violations of these
23 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
24 other damages other than civil penalties—California has enacted the PAGA to permit an individual
25 to bring an action for PAGA penalties only, which is the precise and sole nature of this action.

26 3. All California employees during the relevant statutes of limitations who are or were
27 harmed by Defendants’ illegal practices are “Aggrieved Employees.” The Aggrieved Employees
28 worked for Defendants as hourly-paid or non-exempt employees within the applicable statutory

1 period.

2 4. Plaintiff brings this action against Defendants seeking only to recover penalties on
3 behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of
4 California. Plaintiff does not seek to recover anything other than penalties as permitted by
5 California Labor Code Section 2699 at this time. To the extent that statutory violations are
6 mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages
7 for those violations, but simply penalties as permitted by California Labor Code Section 2699,
8 declaratory relief, and injunctive relief for himself, and all Aggrieved Employees as permitted by
9 the PAGA.

10 5. Defendants own/owned and operate/operated an industry, business, and
11 establishment within the State of California, including Orange County. As such, and based upon
12 all the facts and circumstances incident to Defendants' business in California, Defendants are
13 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
14 ("IWC"), and the California Business & Professions Code.

15 6. On information and belief, Defendants, and each of them were on actual and
16 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
17 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
18 willful and deliberate.

19 7. At all relevant times, Defendants were and are legally responsible for all of the
20 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
21 foregoing paragraphs as the employers of Plaintiff and the Aggrieved Employees. Further,
22 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
23 the doctrine of "respondeat superior".

24 **THE PARTIES**

25 **A. Plaintiff**

26 8. Plaintiff GOHAR BOSNUYAN is a resident of Los Angeles, California who
27 worked for Defendant in Orange County, California as an hourly-paid, non-exempt employee from
28 approximately October 3, 2023, to approximately September 3, 2024.

1 **B. Defendants**

2 9. Plaintiff is informed and believes, and based upon that information and belief
3 alleges, that Defendant PALOMA MEDICAL GROUP, INC. is and at all times herein mentioned,
4 was:

- 5 (a) A business entity qualified to do business and actually conducting business
6 in numerous counties throughout the State of California, including in Orange
7 County; and,
8 (b) The former employer of Plaintiff and the current and/or former employer of
9 the Aggrieved Employees because Defendant PALOMA MEDICAL
10 GROUP, INC. suffered and permitted Plaintiff and the Aggrieved
11 Employees to work, and/or controlled their wages, hours, or working
12 conditions.

13 10. Plaintiff is informed and believes, and based upon that information and belief
14 alleges, that Defendant PALOMA MEDICAL PARTNERS – A CALIFORNIA GENERAL
15 PARTNERSHIP is and at all times herein mentioned, was:

- 16 (a) A business entity qualified to do business and actually conducting business
17 in numerous counties throughout the State of California, including in Orange
18 County; and,
19 (b) The former employer of Plaintiff and the current and/or former employer of
20 the Aggrieved Employees because Defendant PALOMA MEDICAL
21 PARTNERS – A CALIFORNIA GENERAL PARTNERSHIP suffered and
22 permitted Plaintiff and the Aggrieved Employees to work, and/or controlled
23 their wages, hours, or working conditions.

24 11. Plaintiff does not know the true names or capacities of the persons or entities sued
25 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
26 of the Doe Defendants was in some manner legally responsible for the damages suffered by
27 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to
28 set forth the true names and capacities of these Defendants when they have been ascertained,

1 together with appropriate charging allegations, as may be necessary.

2 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
3 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
4 injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
5 California.

6 13. Plaintiff is informed and believes and thereon alleges that at all relevant times each
7 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
8 other employees and exercised control over their wages, hours, and working conditions. Plaintiff
9 is informed and believes and thereon alleges that, at all relevant times, each Defendant was the
10 principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary,
11 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of
12 the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise
13 for profit, and bore such other relationships to some or all of the other Defendants so as to be liable
14 for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and
15 thereon alleges that each Defendant acted pursuant to and within the scope of the relationships
16 alleged above, that each Defendant knew or should have known about, and authorized, ratified,
17 adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

18 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

19 14. Plaintiff GOHAR BOSNUYAN worked for Defendant in Kern County, California
20 as an hourly-paid, non-exempt employee from approximately October 3, 2023, to approximately
21 September 3, 2024. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an
22 hourly wage and classified him as non-exempt from overtime. Defendants typically scheduled
23 Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff
24 regularly worked more than eight hours in a workday and more than forty (40) hours in a
25 workweek.

26 15. Throughout Plaintiff's employment, Defendants committed numerous labor code
27 violations under state law. As discussed below, Plaintiff's experience working for Defendants was
28 typical and illustrative.

1 **A. Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and**
2 **Overtime Wages**

3 16. Under California law, an employer must pay for all hours worked by an employee.
4 “Hours worked” is the time during which an employee is subject to the control of an employer,
5 and includes all the time the employee is suffered or permitted to work, whether or not required to
6 do so.

7 17. In addition, Labor Code § 510 provides that employees in California shall not be
8 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
9 receive additional compensation beyond their regular wages in amounts specified by law.

10 18. Labor Code §§ 1194 and 1198 also provide that employees in California shall not
11 be employed more than eight hours in any workday unless they receive additional compensation
12 beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states
13 that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

14 19. Throughout the statutory period, Defendants maintained a policy and practice of not
15 paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight
16 time, and overtime wages. Defendants required Plaintiff and the Aggrieved Employees to work
17 “off-the-clock,” uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees
18 to perform work through meal periods, performed work prior to clocking in for the workday, and
19 after clocking out for the workday. Some of this unpaid work should have been paid at the overtime
20 rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of
21 the hours Plaintiff and the Aggrieved Employees worked.

22 **B. Failure to Provide Meal Periods**

23 20. Under California law, employers have an affirmative obligation to relieve
24 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the
25 start of sixth hour of work in a workday, and to allow employees to take their second 30-minute,
26 duty-free meal period no later than the start of the eleventh hour of work in the workday. Further,
27 employees are entitled to be paid one hour of additional wages for each workday they were not
28 provided with all required meal period(s).

21. Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free meal periods. Defendants regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Defendants also never informed Plaintiff of his right to, nor permitted him to take, a second meal period when Plaintiff worked at least ten hours of work in a workday. Accordingly, Defendants' policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

22. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods that were not provided.

C. Failure to Authorize and Permit Rest Periods

23. Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

24. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,

1 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),
2 or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not
3 authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the
4 Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which
5 could not be completed without working in lieu of taking mandatory rest periods, or by denying
6 Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants'
7 policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take
8 rest periods in compliance with California law.

9 25. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
10 additional wages for each workday he or she was not authorized and permitted to take all required
11 rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees
12 the additional wages to which they were entitled for rest periods and that they were not authorized
13 and permitted to take.

14 **D. Failure to Pay All Earned Wages Twice Per Month**

15 26. Based on Defendants' failure to pay Plaintiff and the Aggrieved Employees for all
16 wages as discussed above, Defendants also violated Labor Code § 204.

17 27. Labor Code § 204 requires employers to pay employees all earned wages two times
18 per month. Throughout the statute of limitations period applicable to this cause of action,
19 employees were entitled to be paid twice a month at their regular rates, including all meal period
20 premium wages owed, rest period premium wages owed, and wages owed for overtime hours
21 worked. However, during all such times, Defendants systematically failed and refused to pay the
22 employees all wages due, and failed to pay those wages twice a month, in that employees were not
23 paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not
24 authorized and permitted by Defendants, and all wages for all hours worked. As a result,
25 Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the
26 Aggrieved Employees suffered damages in those amounts.

27 **E. Failure to Maintain Accurate Records of Hours Worked and Meal Periods**

28 28. Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to

1 California Labor Code § 1174.5, any person, including any entity, employing labor who willfully
2 fails to maintain accurate and complete records required by California Labor Code § 1174 is subject
3 to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall
4 keep time records showing when the employee begins and ends each work period. Meal periods
5 and total hours worked daily shall also be recorded

6 29. Defendants, however, failed to maintain accurate records of hours worked and all
7 meal periods taken or missed by Plaintiff and the Aggrieved Employees.

8 30. Defendants' failure to provide and maintain records required by the California
9 Labor Code and applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the
10 ability to know, understand and question the accuracy and frequency of meal periods, and the
11 accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the
12 Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
13 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the
14 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use
15 and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
16 seeking to compel Defendants to fully perform its obligation under state law, all to their respective
17 damage in amounts according to proof at trial. As a result of Defendants' knowing failure to
18 comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the
19 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
20 understanding, and disputing the wage payments paid to them.

21 **F. Failure to Furnish Accurate Itemized Wage Statements**

22 31. Labor Code § 226(a) provides that every employer shall furnish each of his or her
23 employees an accurate itemized wage statement in writing showing nine pieces of information,
24 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
25 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
26 deductions, provided that all deductions made on written orders of the employee may be aggregated
27 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
28 employee is paid, (7) the name of the employee and the last four digits of his or her social security

1 number or an employee identification number other than a social security number, (8) the name
2 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
3 during the pay period and the corresponding number of hours worked at each hourly rate by the
4 employee. An employee is presumed to suffer an injury if this information is missing. (Labor
5 Code § 226(e)(2)(B)(iii).)

6 32. The statute further provides: “An employee suffering injury as a result of a knowing
7 and intentional failure by an employer to comply with subdivision (a) is entitled to recover the
8 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
9 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
10 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award
11 of costs and reasonable attorney’s fees.” (Labor Code § 226(e)(1).)

12 33. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
13 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
14 and all gross and net wages earned (including correct hours worked, correct wages for meal periods
15 that were not provided in accordance with California law, and correct wages for rest periods that
16 were not authorized and permitted to take in accordance with California law).

17 34. Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved
18 Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff
19 and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their
20 actual damages caused by Defendants’ failure to comply with Labor Code § 226(a), or an aggregate
21 penalty not exceeding four thousand dollars (\$4,000) dollars per employee.

22 **G. Failure to Indemnify for Necessary Expenditures**

23 35. Labor Code § 2802(a) provides that employers shall indemnify his or her employees
24 for all necessary business expenditures or losses that have been incurred by the employees in direct
25 discharge of his or her duties. Throughout the statute of limitations period applicable to this cause
26 of action, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses
27 that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Aggrieved
28 Employees regularly paid out-of-pocket for necessary employment-related expenses. Plaintiff and

1 the Aggrieved Employees incurred substantial expenses as a direct result of performing their job
2 duties for Defendants, but Defendants failed to indemnify Plaintiff and the Aggrieved Employees
3 for these employment-related expenses.

4 **FIRST CAUSE OF ACTION**

5 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
6 **2004, Cal. Lab. Code § 2698, et seq.)**

7 36. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though
8 fully set forth herein.

9 37. At all times herein mentioned, Defendants were subject to the Labor Code of the
10 State of California and the applicable IWC Orders.

11 38. California Labor Code § 2699(a) specifically provides for a private right of action
12 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
13 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
14 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
15 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
16 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
17 former employees pursuant to the procedures specified in Section 2699.3.”

18 39. Plaintiff has exhausted his administrative remedies pursuant to California Labor
19 Code § 2699.3. On February 18, 2025, he gave written notice by online filing to the Labor and
20 Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific
21 provisions of the Labor Code that Defendants have violated against Plaintiff and current and former
22 Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid
23 the filing fee. Plaintiff’s PAGA case number is LWDA-CM-1080743-25.

24 40. The statute of limitations is tolled while a plaintiff exhausts his or her administrative
25 remedies with California’s LWDA prior to suit, which is required by the statute. (*See* Labor Code
26 § 2699.3(d).)

27 41. More than sixty-five (65) days has elapsed since Plaintiff provided notice, but the
28 LWDA has not indicated that it intends to investigate Defendants’ Labor Code violations discussed

1 in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor
2 Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint.
3 These penalties include, but are not limited to, penalties under California Labor Code §§ 210,
4 226.3, 1174.5, 1197.1, and 2699(f)(2).

5 42. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
6 of civil penalties on behalf of the State of California and similarly Aggrieved Employees of
7 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
8 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

9 43. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant
10 to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be
11 entitled to an award of reasonable attorney's fees and costs."

12 **PRAYER FOR RELIEF**

13 Plaintiff, on behalf of all similarly aggrieved employees, pray for relief and judgment
14 against Defendants, jointly and severally, as follows:

15 1. That the Court declare, adjudge and decree that Defendants violated the California
16 Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages),
17 failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned
18 wages twice per month, failing to maintain accurate records of hours worked and meal periods,
19 failing to furnish accurate wage statements, and failing to indemnify for necessary business
20 expenditures.

21 2. An award of civil penalties on behalf of himself and all similarly aggrieved
22 employees pursuant to PAGA;

23 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

24 4. Attorneys' fees and costs reasonably incurred;

25 5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

26 ///

27 ///

28 ///

1 6. Such other and further relief that the Court deems proper.

2
3 Respectfully submitted,

4 Dated: April 25, 2025

WILSHIRE LAW FIRM

5
6 By: 

Nicol E. Hajjar, Esq.

Rachel J. Vinson, Esq.

Attorneys for Plaintiff