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10 Attorneys for Plaintiff, ADRIANA RAMIREZ, as an aggrieved employee, and on behalf
11 of all other aggrieved employees,

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF LOS ANGELES**

14 ADRIANA RAMIREZ, as an aggrieved
15 employee, and on behalf of all other aggrieved
16 employees under the labor Code Private
17 Attorneys' General Act of 2004,

18 Plaintiff,

19 v.

20 PARKWEST HEALTHCARE CENTER,
21 LLC, a California limited liability company;
22 6740 WILBUR AVENUE OPCO, LLC, a
23 California limited liability company, doing
24 business as "West Valley Subacute and
25 Rehabilitation"; and DOES 1 through 100,
26 inclusive,

27 Defendants.

CASE NO.: **25STCV20486**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1,
and 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$35,000.00]

COMES NOW plaintiff ADRIANA RAMIREZ (“Ms. Ramirez” or “Plaintiff”), as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against PARKWEST HEALTHCARE CENTER, LLC (“PARKWEST HEALTHCARE”), 6740 WILBUR AVENUE OPCO, LLC doing business as “West Valley Subacute and Rehabilitation” (“West Valley”) and any of their respective subsidiaries or affiliated companies within the State of California, (PARWEST HEALTHCARE and WEST VALLEY, collectively with DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 201, 202, 203, 204, 210, 226, 226.7, 232, 232.5, 245, *et seq.*, 432, 432.3, 510, 512, 558.1, 1102.5, 1194, 1197.5, 1198, 1198.5, and 2802, Plaintiff seeks to represent all California employees of Defendants working within one (1) year preceding Plaintiff’s provision of notice to the LWDA of the herein-described Labor Code violations and continuing past the date of Plaintiff’s PAGA Notice letter indefinitely based on Defendants’ continuing violations (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the Civil Penalty Period. These employees shall collectively be referred to herein as “Aggrieved Employees”.

2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

3. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the causes of action complained of herein arose; the county in which the employment relationship

1 began; the county in which performance of the employment contract, or part of it, between Plaintiff
2 and Defendants was due to be performed; the county in which the employment contract, or part of
3 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
4 or some of them, reside or do business. Moreover, the unlawful acts alleged herein have a direct
5 effect on Plaintiff and Aggrieved Employees in Los Angeles County, and because Defendants
6 employ numerous Aggrieved Employees in Los Angeles County.

7 4. Plaintiff is informed and believes and based thereon alleges that, pursuant to
8 California Code of Civil Procedure section 395.5, Venue is proper in this judicial district and the
9 County of Los Angeles because Defendants transact business within this judicial district and conduct
10 alleged by Plaintiff herein occurred in this judicial district. (*See also Crestwood Behavioral Health,*
11 *Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 [venue in a PAGA action is proper in any county
12 where the defendants committed Labor Code violations against some of its employees].)

13 5. Based on information and belief, Plaintiff is an “aggrieved employee” under PAGA,
14 as Plaintiff was employed by Defendants during the applicable statutory period and suffered the
15 Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the
16 term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the
17 Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.*
18 (“PAGA”), as amended, plus reasonable attorneys’ fees and costs, for Plaintiff and all other
19 aggrieved current and former employees of Defendants during the Civil Penalty Period.

20 6. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
21 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
22 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
23 PAGA allegations described herein is not required.

24 7. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
25 96, 98.6, 201, 202, 203, 204, 210, 226, 226.7, 232, 232.5, 245, *et seq.*, 432, 432.3, 510, 512, 558.1,
26 1102.5, 1194, 1197.5, 1198, 1198.5, and 2802, among others.

27 8. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
28 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within

1 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
2 specified in Labor Code section 2699.3.

3 9. On or around May 5, 2025, Plaintiff provided written notice pursuant to Labor Code
4 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation
5 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
6 by certified mail, with return receipt requested to Defendants, and each of them.

7 10. To the extent that any of the Defendants previously used the notice and cure
8 provisions of Labor Code section 2699.3 within the last twelve months, under Labor Code section
9 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly,
10 are not eligible to cure the violations discussed herein under Labor Code section 2699.3 or otherwise
11 using the early evaluation conference process under Labor Code section 2699.3(f).

12 11. Insofar as any of the Defendant(s) is/are determined to have satisfied Labor Code
13 sections 2699(g), 2699(h), or otherwise 2699(d)(1), said Defendants, or any that is determined to
14 have satisfied Labor Code sections 2699(g) or (h), is also, in the alternative, liable for civil penalties
15 pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

16 12. Insofar as any of the Defendant(s) is/are determined to have, prior to Plaintiff's
17 PAGA Notice or a request for records under Labor Code sections 226, 432, or 1198.5, from Plaintiff
18 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
19 provisions identified in Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
20 penalties pursuant to Labor Code section 2699(g)(1)-(3).

21 13. Insofar as any of the Defendant(s) is/are deemed to have adequately taken all
22 reasonable steps to be in compliance with all provisions identified in Plaintiff's PAGA Notice within
23 sixty (60) days of receiving Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
24 penalties pursuant to Labor Code section 2699(h)(1)-(3).

25 14. Insofar as the LWDA or a court has issued a finding or determination as to the
26 Defendants, or any of them, that its/their policy(ies) or practice(s) giving rise to such violations
27 was/were unlawful, said Defendant(s) is/are further liable for civil penalties pursuant to Labor Code
28 section 2699(f)(2)(B)(i). Furthermore, insofar as Defendants, or any of them, was/were found to

1 have unlawfully committed some or all of the above-referenced Labor Code violations, said
2 Defendant(s) is/are subject to increased penalties, as applicable, under Labor Code sections
3 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are *not* eligible for reduced penalties under
4 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
5 serving of Plaintiff's PAGA Notice.

6 15. Moreover, regardless of the foregoing, because Defendants' conduct giving rise to
7 the violations described herein was and is malicious, fraudulent, and/or oppressive, the Defendants
8 are thus subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor
9 Code sections 2699(g)(3) and 2699(h)(3), are *not* eligible for reduced penalties under either Labor
10 Code section 2699(g) or 2699(h), for remedying violations either prior to or after the Defendants'
11 receipt of Plaintiff's PAGA Notice.

12 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
13 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
14 calendar days of the May 5, 2025, postmarked date of the herein-described notice sent by Plaintiff
15 to the LWDA and Defendants.

16 **PAGA REPRESENTATIVE ALLEGATIONS**

17 17. At all relevant times mentioned herein, Defendants had and have a policy or practice
18 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
19 California in violation of California state wage and hour laws as a result of, without limitation,
20 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, over twelve (12)
21 hours per day, over forty (40) hours per week, and/or seven (7) straight workdays in a workweek
22 without paying them proper overtime wages, as a result of, without limitation, failing to accurately
23 track and/or pay for all minutes and hours actually worked at the proper overtime rate of pay;
24 engaging, suffering, or permitting employees to work off the clock and/or being subject to
25 Defendants' control, including, without limitation, by requiring Plaintiff and other Aggrieved
26 Employees: to come early to work and leave work without being able to clock in for all that time, to
27 complete pre-shifts tasks before clocking in and post-shifts tasks after clocking out, to continue working
28 and/or attending to patients and Defendants' work related requests during attempted meal periods, to

1 make or respond to telephone calls and/or text messages off the clock; failing to include all forms
2 of remuneration including non-discretionary bonuses, incentive pay and other forms of
3 remuneration into the regular rate of pay for the pay periods where overtime was worked and the
4 additional compensation was earned for the purpose of calculating the overtime rate of pay;
5 detrimental rounding of time entries; and editing, reducing and/or deducting of time from time
6 entries, all to the detriment of Plaintiff and other Aggrieved Employees.

7 18. At all relevant times mentioned herein, Defendants had and have a practice or policy
8 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
9 worked or otherwise under Defendants' control as a result of, without limitation, failing to
10 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
11 is above the minimum wage; engaging, suffering, or permitting employees to work off the clock;
12 requiring Plaintiff and other Aggrieved Employees: to come early to work and leave work later
13 without being able to clock in for all that time, to complete pre-shift tasks before clocking in and
14 post-shift tasks after clocking out, to continue working and/or attending to patients and Defendants'
15 work-related requests during attempted meal periods, to make or respond to telephone calls and/or
16 text messages off the clock; detrimental rounding of time entries; and editing, reducing and/or
17 deducting of time from time entries, all to the detriment of Plaintiff and other Aggrieved Employees.

18 19. At all relevant times mentioned herein, Defendants had and have a policy or practice
19 of failing to provide Plaintiff and other Aggrieved Employees a full, timely thirty (30) minute
20 uninterrupted meal period for days on which they worked more than five (5) hours in a work day
21 and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess
22 of ten (10) hours in a work day, including, without limitation: by interrupting meal periods; not
23 providing timely meal periods; failing to provide meal periods altogether; providing short meal
24 periods; otherwise requiring on-duty/on-call meal periods, which in turn prevented employees from
25 leaving the premises for meal periods; auto-deducting meal periods that could not be auto-deducted
26 by law or during which employees worked; and failing to provide compensation for such unprovided
27 meal periods as required by California wage and hour laws.

1 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
2 of failing to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods of at
3 least ten (10) minutes per four (4) hours worked or major fraction thereof in which they are
4 completely relieved of all of their duties, including, without limitation: by failing to provide rest
5 periods all together; requiring that they bundled all together and/or with meal periods interrupting
6 them; not providing them in a timely fashion; not permitting employees to leave the premises; and
7 otherwise requiring on-duty/on-call rest periods, and failing to provide compensation for such
8 unprovided rest periods as required by California wage and hour laws.

9 21. At all relevant times mentioned herein, Defendants had and have a policy or practice
10 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages owed
11 to them upon termination and/or resignation as required by Labor Code sections 201 and 202,
12 including for, without limitation, failing to pay overtime wages, minimum wages, and premium
13 wages.

14 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
15 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages for
16 labor performed in a timely fashion as required under Labor Code section 204.

17 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
18 of failing to provide Plaintiff and other Aggrieved Employees with itemized wage statements that
19 accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly
20 rates in effect during the pay period and the corresponding number of hours worked at each hourly
21 rate; and other such information as required by Labor Code section 226, subdivision (a). As a result
22 thereof, Defendants have, on occasion, further failed to furnish employees with an accurate
23 calculation of gross and net wages earned, as well as gross and net wages paid.

24 24. At all relevant times mentioned herein, Defendants had and have a policy or practice
25 of failing to indemnify Plaintiff and other Aggrieved Employees for business-related expenses,
26 including, without limitation, the costs incurred for the purchase and maintenance of mandatory
27 work uniforms, laundering of mandatory work uniforms separately from their regular clothes, and
28 for the purchase and maintenance of personal protective equipment, in direct consequence of the

1 discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor
2 Code section 2802, and other statutory and common law offenses.

3 25. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of failing to comply with Labor Code section 226, subdivision (a) by failing to keep adequate or
5 accurate time records including wage statements and similar payroll documents under Labor Code
6 section 226, intentionally failing to furnish Plaintiff and other Aggrieved Employees with
7 documents signed to obtain or hold employment under Labor Code section 432, personnel records
8 under Labor Code section 1198.5, and time records under Labor Code section 1174, making it
9 difficult for Plaintiff and other Aggrieved Employees to calculate their unpaid wages and/or
10 premium payments, to the detriment of Plaintiff and other Aggrieved Employees.

11 26. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
13 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
14 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
15 Code sections 201, 202, and 203.

16 27. At all relevant times mentioned herein, Defendants have had a policy or practice of
17 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
18 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
19 any calendar month shall be paid for between the 16th and 26th day of the month during which the
20 labor was performed, and labor performed between the 16th and the last day, inclusive of any
21 calendar month, shall be paid for between the 1st and 10th day of the following month" and for
22 payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within
23 seven (7) calendar days following the close of the payroll period in which wages were earned.

24 28. At all relevant times mentioned herein, Defendants had and have a policy or practice
25 of preventing Plaintiff and Aggrieved Employees from using or disclosing the skills, knowledge and
26 experience they obtained at Defendants for purposes of competing with Defendants, including,
27 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
28 a prospective employer, and from disclosing who else works at Defendants and under what

1 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
2 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
3 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
4 Code sections 232, 232.5, and 1197.5, subdivision (k).

5 29. Defendants had and have a policy or practice of preventing Plaintiff and other
6 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
7 to their managers or outside to private attorneys or government officials, among others, in violation
8 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
9 1102.5. In addition, Plaintiff is informed and believes that Defendants' herein-described policies
10 and/or practices prevent Plaintiff and other Aggrieved Employees from disclosing information about
11 unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor
12 Code section 232 and 232.5.

13 30. Defendants had and have a policy or practice of preventing Plaintiff and other
14 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
15 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
16 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
17 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
18 Plaintiff's and other Aggrieved Employee's constitutional rights of freedom of speech and economic
19 liberty.

20 31. Defendants had and have a policy or practice of relying on the salary history
21 information of an applicant for employment as a factor in determining whether to offer employment
22 to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by
23 including, on Defendants' application for employment, an inquiry regarding current and/or former
24 salary history information, including, without limitation, compensation and benefits of the applicant
25 for employment. As such, Plaintiff is informed and believes, and based thereon alleges, that
26 Defendants violated, without limitation, Labor Code section 432.3.

27 32. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
28 Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699 for the herein-described acts, which

1 violate the California Labor Code as described above, including on behalf of Plaintiff and other
2 Aggrieved Employees pursuant to PAGA.

3 **PARTIES**

4 **A. Plaintiff**

5 33. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
6 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
7 exempt employee, with duties that included, but were not limited to, taking care of patients,
8 providing patients with meals, transferring patients from their beds to their chairs and vice versa.
9 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff worked for Defendants
10 from approximately May of 2021 through May of 2024.

11 **B. Defendants**

12 34. Plaintiff is informed and believes and based thereon alleges that defendant
13 PARKWEST HEALTCARE is, and at all times relevant hereto was, a limited liability company
14 organized and existing under and by virtue of the laws of the State of California. Plaintiff is further
15 informed and believes, and based thereon alleges, that PARKWEST HEALTHCARE is, and at all
16 times relevant hereto was, authorized to and operating and doing business in the County of Los
17 Angeles, State of California with members and managers domiciled in and citizens of the State of
18 California. At all relevant times herein, PARKWEST HEALTHCARE employed Plaintiff and similarly
19 aggrieved employees within the County of Los Angeles in the State of California.

20 35. Plaintiff is informed and believes and based thereon alleges that defendant WEST
21 VALLEY is, and at all times relevant hereto was, a limited liability company organized and existing
22 under and by virtue of the laws of the State of California. Plaintiff is further informed and believes,
23 and based thereon alleges, that WEST VALLEY is, and at all times relevant hereto was, authorized
24 to and operating and doing business in the County of Los Angeles, State of California with members
25 and managers domiciled in and citizens of the State of California. At all relevant times herein, WEST
26 VALLEY employed Plaintiff and similarly aggrieved employees within the County of Los Angeles in
27 the State of California.

28 36. Plaintiff is informed and believes and based thereon alleges that defendants

1 PARKWEST HEALTHCARE and WEST VALLEY are, and at all times relevant hereto were, a
2 “person” as defined in Labor Code section 17 and Cal. Bus. & Prof. Code § 17201.

3 37. The true names and capacities, whether individual, corporate, associate, or otherwise,
4 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
5 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
6 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
7 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
8 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
9 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
10 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
11 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
12 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
13 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
14 include PARKWEST HEALTHCARE, WEST VALLEY, and any of their parents, subsidiaries, or
15 affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

16 **JOINT LIABILITY ALLEGATIONS**

17 38. Plaintiff is informed and believes, and based thereon alleges, that at all times
18 mentioned herein, each of the Defendants were the agent, principal, employee, employer,
19 representative, joint venture or co-conspirator of each of the other defendants, either actually or
20 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
21 employment, joint venture, and conspiracy.

22 39. Plaintiff performed services for each and every defendant, and to the mutual benefit
23 of all defendants, and all defendants shared control of Plaintiff, either directly or indirectly, and in
24 the manner in which Defendants’ business was and is conducted.

25 40. All of the acts and conduct described herein of each and every corporate and limited
26 liability company defendant was duly authorized, ordered, and directed by the respective and
27 collective defendant corporate and limited liability company employers, and the officers, members
28 and management-level employees of said corporate and limited liability company employers. In

1 addition thereto, said corporate and limited liability company employers participated in the
2 aforementioned acts and conduct of their said employees, agents, and representatives, and each of
3 them; and upon completion of the aforesaid acts and conduct of said corporate and limited liability
4 company employees, agents, and representatives, the defendant corporation and limited liability
5 company respectively and collectively ratified, accepted the benefits of, condoned, lauded,
6 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
7 aforementioned corporate and limited liability company employees, agents and representatives.

8 41. Plaintiff is informed and believes, and based thereon allege, that there exists such a
9 unity of interest and ownership between Defendants, and each of them, that their individuality and
10 separateness have ceased to exist.

11 42. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
12 thereon alleges, that Defendants, and each of them, are joint employers.

13 **FIRST CAUSE OF ACTION**

14 **(Violation of PAGA – Against All Defendants)**

15 43. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
16 and incorporates each by reference as though fully set forth hereat.

17 **Civil Penalties Under Labor Code § 210**

18 44. At all relevant times herein, Labor Code section 204, requires and required that:
19 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
20 between the 16th and 26th day of the month during which the labor was performed, and labor
21 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
22 between the 1st and 10th day of the following month” and for payroll periods such as those that are
23 weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following
24 the close of the payroll period in which wages were earned.

25 45. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
26 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
27 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
28 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any

1 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
2 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
3 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

4 46. At all relevant times herein, Defendants have had a consistent policy or practice of
5 failing to pay Plaintiff and Aggrieved Employees during their employment on a timely basis as per
6 Labor Code section 204 including, without limitation, for the reasons and in the manner alleged
7 herein. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are
8 entitled to recover civil penalties for Defendants’ violations of Labor Code section 204, in the
9 amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
10 employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent
11 violation in connection with each payment that was made in violation of Labor Code section 204 as
12 well as injunctive relief.

13 Civil Penalties Under Labor Code § 226.3

14 47. Defendants had and have a policy or practice of failing to comply with Labor Code
15 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
16 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
17 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
18 corresponding number of hours worked at each hourly rate; and other such information as required
19 by Labor Code section 226, subdivision (a).

20 48. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
21 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
22 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
23 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
24 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

25 49. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
26 this section are in addition to any other penalty provided by law.”

27 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
28 and have a policy or practice of failing to furnish non-exempt employees, including, without

1 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
2 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
3 the corresponding number of hours worked at each hourly rate; and other such information as
4 required by Labor Code section 226, subdivision (a) as alleged herein.

5 51. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
6 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
7 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
8 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
9 period for each subsequent violation.

10 Violation of Labor Code § 558

11 52. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
12 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
13 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
14 penalty as follows:

15 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
16 for each pay period for which the employee was underpaid in addition to an amount sufficient to
17 recover underpaid wages;

18 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
19 employee for each pay period for which the employee was underpaid in addition to an amount
20 sufficient to recover underpaid wages;

21 (3) Wages recovered pursuant to this section shall be paid to the affected
22 employee.

23 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
24 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
25 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
26 wages, receive meal and rest periods or compensation in lieu thereof, be paid timely wages during
27 their employment and after their employment separation, receive accurate, itemized wage
28 statements, to be provided with the opportunity to inspect employment records, be provided with

1 notice as required under Labor Code section 2810.5, and/or be provided with the proper accrual and
2 use of paid sick leave.

3 54. As a direct and proximate result of the herein-described Labor Code violations,
4 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
5 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
6 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
7 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

8 Violation of Labor Code § 1174.5

9 55. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
10 every person employing labor in California to "[a]llow any member of the commission or the
11 employees of the Division of Labor Standards Enforcement free access to the place of business or
12 employment of the person to secure any information or make any investigation that they are
13 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
14 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
15 or papers of the person."

16 56. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
17 every person employing labor in California to "[k]eep a record showing the names and addresses of
18 all employees employed and the ages of all minors."

19 57. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
20 every person employing labor in California to "[k]eep, at a central location in the state or at the
21 plants or establishments at which employees are employed, payroll records showing the hours
22 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
23 piece rate paid to, employees employed at the respective plants or establishments. These records
24 shall be kept in accordance with rules established for this purpose by the commission, but in any
25 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
26 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
27 earned."

28 58. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully

1 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
2 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
3 member of the commission or employees of the division to inspect records pursuant to subdivision
4 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

5 59. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
6 willfully failed keep adequate or accurate time records including wage statements and similar
7 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
8 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
9 under Labor Code section 1174.

10 60. As a direct and proximate result of the herein-described Labor Code violations,
11 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
12 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
13 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

14 Violation of Labor Code § 1197.1

15 61. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
16 person acting either individually or as an officer, agent, or employee of another person, who pays
17 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
18 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
19 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
20 Section 203 as follows:

21 A. For any initial violation that is intentionally committed, one hundred dollars (\$100)
22 for each underpaid employee for each pay period for which the employee is underpaid. This amount
23 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant
24 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

25 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
26 (\$250) for each underpaid employee for each pay period for which the employee is underpaid
27 regardless of whether the initial violation is intentionally committed. This amount shall be in
28 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section

1 1194.2, and any applicable penalties imposed pursuant to Section 203.

2 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
3 Section 203, recovered pursuant to this section shall be paid to the affected employee.”

4 62. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
5 Plaintiff and Aggrieved Employees not to be paid minimum wages for all hours worked or otherwise
6 under Defendants’ control as a result of, without limitation, failing to accurately track and/or pay
7 for all minutes and hours actually worked at their regular rate of pay that is above the minimum
8 wage; engaging, suffering, or permitting employees to work off the clock; requiring Plaintiff and
9 other Aggrieved Employees: to come early to work and leave work without being able to clock in
10 for all that time, to complete pre-shifts tasks before clocking in and post-shifts tasks after clocking out,
11 to continue working and/or attending to patients and defendants work related requests during attempted
12 meal periods, to make or respond to telephone calls and/or text messages off the clock; detrimental
13 rounding of time entries; and editing, reducing and/or deducting of time from time entries, entitling
14 Plaintiff and other Aggrieved Employees to actual and liquidated damages.

15 63. As a direct and proximate result of the herein-described Labor Code violations,
16 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
17 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
18 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
19 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
20 subsequent violation.

21 Civil Penalties Under Labor Code § 2699

22 64. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
23 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
24 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
25 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
26 action brought by an aggrieved employee on behalf of himself or herself and other current or former
27 employees pursuant to the procedures specified in Labor Code section 2699.3.

28 65. Plaintiff is informed and believes, and based thereon alleges that Defendants, and

1 each of them, violated the Labor Code sections described herein in each of the preceding paragraphs
2 alleged herein.

3 66. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
4 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
5 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
6 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

7 67. Moreover, Plaintiff and other Aggrieved Employees within the State of California
8 whom she seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
9 connection with their herein-described claims for civil penalties.

10 **REQUEST FOR JURY TRIAL**

11 A. Plaintiff hereby requests a trial by jury.

12 **PRAYER**

13 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
14 judgment against Defendants as follows:

15 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
16 1174.5, 1197.1, and 2699;

17 B. Injunctive relief under Labor Code sections 2699(e)(1) and 2699(k);

18 C. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
19 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;

20 C. Pre-judgment and post-judgment interest;

21 D. For costs of suit incurred herein; and

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1 E. Such other and further relief as the Court deems just and proper.

2 Dated: July 10, 2025

J. GILL LAW GROUP, P.C.

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BY: /s/ *Sacha Pomares*

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JASMIN K. GILL

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SACHA POMARES

7

Attorneys for Plaintiff ADRIANA RAMIREZ,
as an aggrieved employee, and on behalf of all
other aggrieved employees under the Labor
Code Private Attorneys' General Act of 2004,

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