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 WAYNE MEDLIN, and the Putative Class

FILED
 Superior Court of California
 County of Los Angeles

09/19/2025

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

WAYNE MEDLIN, an individual, on behalf of
 himself and all others similarly situated,

Plaintiff,

vs.

WISDOM TREATMENT, LLC, a California
 Limited Liability Corporation; and DOES 1
 through 10, inclusive,

Defendants.

Case No.: 25STCV14132

**FIRST AMENDED REPRESENTATIVE
 ACTION COMPLAINT FOR:**

1. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194; IWC Wage Order No. 4-2001 § 3);
2. Failure to Provide Meal Periods (Lab. Code § 512; IWC Wage Order No. 4-2001 § 11);
3. Failure to Provide Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 4-2001 § 12);
4. Failure to Timely Pay Wages When Due (Lab. Code § 204);
5. Failure to Pay All Wages Due Upon Separation (Lab. Code §§ 201–203);
6. Invalid Wage Release Resulting in Unpaid Wages (Lab. Code § 206.5);
7. Invalid Waiver of Wage and Hour Rights (Civ. Code § 1668);
8. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
9. Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*);
10. Violation of the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

Demand for Jury Trial
 [UNLIMITED JURISDICTION]

1 Plaintiff WAYNE MEDLIN (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this Representative Action Complaint on behalf of himself and all other aggrieved
3 employees employed by Defendants WISDOM TREATMENT, LLC, and DOES 1 - 10 (“Defendants”),
4 inclusive, and alleges as follows:

5 **INTRODUCTION**

6 1. This is a representative action brought under the California Code of Civil Procedure
7 section 382, and 2698, *et seq.*, seeking recovery of unpaid regular and overtime wages, meal- and rest-
8 period premium pay, statutory waiting-time and wage-statement penalties, restitution, interest, equitable
9 relief, and reasonable attorneys’ fees and costs. The claims arise under California Labor Code (“Labor
10 Code”) sections 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1198.5,
11 206.5, and Industrial Welfare Commission (“IWC”) Wage Order No. 4-2001, sections 3, 11, and 12, as
12 well as California’s Unfair Competition Law (“UCL”), Business and Professions Code sections 17200,
13 *et seq.*

14 2. Plaintiff seeks to represent all current and former hourly, non-exempt employees whom
15 Defendants employed in California at any time during the four-year period preceding the filing of this
16 Complaint through the date of judgment (“Class Period”) (collectively, “Class Members”). As detailed
17 below, Defendants have implemented uniform, company-wide policies and practices that violate
18 California wage-and-hour and unfair-competition statutes.

19 3. Defendants failed to authorize and permit Class Members to take timely, duty-free meal
20 periods throughout the Class Period. Defendants required employees to sign blanket meal-period waivers,
21 automatically deducted thirty-minute meal breaks from payroll regardless of whether any break was
22 taken, and regularly kept employees on duty during meal periods. Defendants did not pay the one-hour
23 premium for each workday on which a compliant meal period was not provided, in violation of Labor
24 Code sections 226.7, 512, and Wage Order No. 4-2001 section 11.

25 4. Defendants failed to authorize and permit paid, duty-free rest periods during the same
26 period. Likewise, they failed to pay rest-period premiums, in violation of Labor Code sections 226.7 and
27 Wage Order No. 4-2001 section 12.
28

5. Defendants maintained a policy requiring Class Members to work “off the clock,” including completing resident documentation after shifts, attending mandatory staff meetings on scheduled days off, and submitting “time-correction” forms that deleted previously recorded hours. These practices resulted in the non-payment of all hours actually worked, in violation of Labor Code sections 204 and 1194.

6. Because off-the-clock minutes and shortened meal periods routinely drove daily and weekly totals above statutory thresholds, Defendants failed to compensate Class Members for all overtime hours at the lawful overtime rate, in violation of Labor Code sections 510 and 1194.

7. During the one-year period preceding the filing of this Complaint and continuing through judgment (“Wage-Statement Class Period”), Defendants knowingly and intentionally issued wage statements that omitted actual hours worked, overtime hours, applicable rates of pay, and earned premiums, violating Labor Code section 226. All Class Members who received such inaccurate wage statements comprise the “Wage-Statement Subclass.”

8. Defendants also willfully failed to pay all earned wages upon separation, including unpaid overtime, premium pay, and off-the-clock wages, triggering waiting-time penalties under Labor Code section 203.

9. The foregoing violations constitute unlawful, unfair, and fraudulent business acts and practices under the UCL, Business and Professions Code sections 17200, *et seq.*, entitling Plaintiff and Class Members to restitution, injunctive relief, and all other legal and equitable remedies.

THE PARTIES

10. Plaintiff is, and at all relevant times herein has been, an individual residing in Los Angeles County, California.

11. Plaintiff is informed and believes, and based thereupon alleges that at all times relevant herein, Defendant WISDOM TREATMENT, LLC was a California Limited Liability Corporation, doing business in Los Angeles County, California.

12. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, co-conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other Defendants,

1 and each of them, and in doing the things alleged herein, were acting at least in part within the course
2 and scope of said agency, employment, conspiracy, joint employer, alter ego status, and/or joint venture
3 and with the permission and consent of each of the other Defendants.

4 13. The true names and capacities, whether a corporation, agent, individual, or otherwise, of
5 DOES 1 through 10, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious
6 names. Each Defendant designated herein as a DOE is negligently or otherwise legally responsible in
7 some manner for the events and happenings referred to herein and thereby proximately caused injuries
8 and damages to Plaintiff as alleged herein. Plaintiff will seek leave of the Court to amend this Complaint
9 to show their true names and capacities when the same have been ascertained.

10 14. At all times mentioned here, DOES 1 through 10 were the agents, representatives,
11 employees, successors, and/or assigns of Defendants and at all times pertinent hereto were acting within
12 the course and scope of their authority as such agents, representatives, employees, successors, and/or
13 assigns.

14 15. Plaintiff is informed and believes that at all relevant times herein mentioned Defendant,
15 and/or DOES 1 through 10, are and were corporations, business entities, individuals, and partnerships,
16 licensed to do business and actually doing business in the State of California. As such and based upon all
17 the facts and circumstances incident to Defendant's business in California, Defendants are subject to the
18 Labor Code and the Government Code.

19 16. Pursuant to the Code of Civil Procedure ("CCP") section 395(a), venue is proper in the
20 above-entitled Court because the majority of all facts giving rise to the causes of action stated herein
21 arose in Los Angeles County, California. Venue in Los Angeles County, California, is further proper
22 under Government Code section 12965(b) because the unlawful practices were committed in Los Angeles
23 County, California. Plaintiff worked in Los Angeles County, California, and Plaintiff is informed and
24 believes that records relevant to this action are maintained in Los Angeles County, California.

25 17. Plaintiff is informed and believes that Defendants, and each of them, committed other
26 wrongful acts or omissions of which Plaintiff is presently unaware. Plaintiff shall conduct discovery to
27 identify said wrongful acts and will seek leave of the Court to amend this Complaint to add said acts
28 upon discovery.

1 **JURISDICTION AND VENUE**

2 18. This Court has subject-matter jurisdiction because all causes of action arise under
3 California statutes—including Labor Code sections 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174,
4 1174.5, 1194, 1194.2, 1198.5, 206.5, Industrial Welfare Commission (“IWC”) Wage Order No. 4-2001,
5 and the Unfair Competition Law (“UCL”), Business and Professions Code sections 17200, *et seq.*—and
6 the case is brought as a class action under Code of Civil Procedure section 382.

7 19. Venue is proper in the Superior Court for the County of Los Angeles under Code of Civil
8 Procedure section 395(a) because the acts and omissions giving rise to the claims occurred in Los Angeles
9 County, where Plaintiff and putative Class Members performed their work and suffered the alleged
10 injuries. To the extent Government Code section 12965(b) later becomes applicable, venue is likewise
11 proper because the challenged employment practices were committed in this county. Plaintiff is informed
12 and believes that payroll, time-keeping, and other employment records relevant to this action are
13 prepared, stored, or otherwise maintained at Defendants’ North Hills facility or elsewhere within the
14 State of California.

15 20. Plaintiff is informed and believes that Defendants have committed additional wrongful
16 acts or omissions not yet fully known. Plaintiff will seek leave of the Court to amend this Complaint to
17 allege such further conduct, add claims, or name additional responsible parties as discovery reveals.

18 21. As a Representative Action under the PAGA, this matter is not subject to removal under
19 28 U.S.C. sections 1322(a)-(d) as PAGA civil penalty actions are not subject to federal jurisdiction.

20 22. At all relevant times, Plaintiff and other aggrieved employees worked for Defendants in
21 California, and Defendants conducted business in California

22 **GENERAL ALLEGATIONS**

23 23. Plaintiff brings this action on behalf of himself and all others similarly situated as a class
24 action pursuant to California Code of Civil Procedure section 382. The class that Plaintiff seeks to
25 represent is defined as: *All current and former non-exempt employees of Defendants in California at any*
26 *time during the period beginning four years prior to the filing of this action and ending on the date that*
27 *final judgment is entered in this action* (the “Class Period”).

24. This action has been brought and may properly be maintained as a class action under California law because there is a well-defined community of interest in the litigation, and the proposed class is easily ascertainable.

25. Numerosity: The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class members has not been determined at this time, Plaintiff is informed and believes that Defendants have employed over 50 employees in California during the Class Period.

26. Commonality: There are questions of law and fact common to the Class that predominate over any questions affecting only individual members of the Class. These common questions of law and fact include, but are not limited to:

- a. Whether Defendants failed to provide compliant meal periods to Class members;
- b. Whether Defendants failed to provide compliant rest periods to Class members;
- c. Whether Defendants paid all wages earned and owing to Class members for all hours worked;
- d. Whether Defendants failed to pay overtime wages to Class members for all overtime hours worked;
- e. Whether Defendants failed to pay all wages due upon separation to Class members;
- f. Whether Defendants failed to reimburse Class members for necessary business expenses;
- g. Whether Defendants failed to provide accurate itemized wage statements to Class members;
- h. Whether Defendants failed to maintain required payroll and employment records for Class members;
- i. Whether Defendants' conduct constitutes unfair business practices in violation of Business and Professions Code sections 17200, *et seq.*; and
- j. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violations of California law.

27. Typicality: Plaintiff's claims are typical of the claims of the Class. Plaintiff and all members of the Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of California laws, regulations, and statutes, as alleged herein.

28. Adequacy of Representation: Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Plaintiff has retained competent counsel experienced in complex class action litigation and intends to prosecute this action vigorously. Plaintiff has no interests antagonistic to or in conflict with the Class.

29. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all members is impracticable. Furthermore, the adjudication of this controversy through a class action will avoid the possibility of inconsistent and potentially conflicting adjudications of the claims asserted herein. There will be no difficulty in the management of this action as a class action. Furthermore, the amounts at stake for many members of each Class, while substantial, may not be sufficient to enable them to maintain separate suits against Defendants.

FACTS COMMON TO ALL CAUSES OF ACTION

30. Defendants employed Plaintiff as a Registered Alcohol and Drug Technician at Defendants' residential treatment facility located on Haskell Avenue in North Hills. Plaintiff's employment began on January 15, 2025, and continued until April 15, 2025, when his employment was terminated.

31. Plaintiff regularly worked Wednesday through Friday from 3:30 p.m. until approximately midnight or 11:45 p.m., as well as overnight shifts on Saturday and Sunday from 11:45 p.m. to 7:45 a.m. Plaintiff was compensated at a regular rate per hour and an overtime rate per hour.

32. Throughout Plaintiff and Class Members' employment, Defendants systematically engaged in unlawful wage and hour practices. Plaintiff was routinely required to work through meal periods without compensation. Additionally, Plaintiff and Class Members were compelled to attend mandatory staff meetings on their scheduled days off, without pay, and were required to complete end-of-shift tasks off the clock.

33. Defendants further imposed coercive wage practices by presenting Plaintiff and Class

Members with a pre-printed meal-break waiver form during orientation, without explanation. Subsequently, managers directed Plaintiff and Class Members to complete and submit forms labeled as “time corrections.” These forms improperly eliminated overtime hours and falsely reported that Plaintiff and Class Members took compliant breaks, resulting in falsified payroll records.

34. On April 15, 2025, Defendants terminated Plaintiff’s employment.

35. Due to Defendants’ unlawful conduct, Plaintiff and Class Members have suffered significant harm, including loss of wages and benefits, emotional distress, humiliation, and other consequential damages. The precise extent of these damages will be proven at trial.

36. Finally, Defendants failed to maintain adequate systems for ensuring accurate payroll records. These failures further underscore Defendants’ deliberate disregard for their statutory obligations toward employees.

EXHAUSTION OF PAGA NOTICE REQUIREMENTS

36. Plaintiff exhausted the notice requirement by filing a complaint with the Labor and Workforce Development Agency (“LWDA”) in his letter dated May 2, 2025, as required under the California Labor Code Private Attorneys General Act (“PAGA”). A true and correct copy of Plaintiff’s letters is attached hereto as **Exhibit A** and is incorporated herein by reference. The LWDA did not assume jurisdiction over the applicable penalty claims alleged. Therefore, Plaintiff has exhausted the procedural requirement under PAGA to pursue all civil penalty claims as provided under PAGA.

FIRST CAUSE OF ACTION

Failure to Pay Overtime Wages

(Lab. Code §§ 510, 1194; IWC Wage Order No. 4-2001 § 3)

(Against All Defendants and DOES 1-10)

37. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

38. At all times herein mentioned, Labor Code sections 510, 1194, and Industrial Welfare Commission (“IWC”) Wage Order No. 4-2001 section 3 were in full force and effect and were binding on Defendants. These provisions require employers to pay overtime compensation for hours worked beyond eight hours in one workday and forty hours in any workweek.

39. Throughout Plaintiff and Class Members' employment, Defendants systematically denied overtime compensation through policies and practices including requiring Plaintiff and Class Members to work beyond scheduled hours without proper overtime compensation, forcing Plaintiff and Class Members to complete required client documentation off-the-clock, requiring attendance at mandatory staff meetings on scheduled days off without compensation, manipulating time records to eliminate overtime hours actually worked, and failing to properly compensate Plaintiff and Class Members for daily overtime when working beyond eight hours in a workday.

40. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered and continue to suffer substantial losses in wages and other compensation in an amount to be proven at trial.

SECOND CAUSE OF ACTION

Failure to Provide Meal Periods

(Lab. Code § 512; IWC Wage Order No. 4-2001 § 11)

(Against All Defendants and DOES 1-10)

41. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

42. At all times herein mentioned, Labor Code section 512 and IWC Wage Order No. 4-2001 section 11 were in full force and effect and were binding on Defendants. These provisions require employers to provide employees with meal periods of not less than 30 minutes if they work more than 5 hours per day.

43. Defendants systematically denied Plaintiff and Class Members their statutory meal period rights through policies and practices including coercing employees to sign meal period waivers during orientation without proper explanation or consideration of legal requirements, requiring employees to work through lunch breaks while clocked out, implementing automatic 30-minute meal period deductions regardless of whether breaks were actually taken, failing to provide second meal periods when employees worked shifts exceeding required hours, and failing to pay required meal period premium pay when compliant meal periods were not provided.

44. Defendants failed to pay Plaintiff and Class Members one hour of premium pay for each

workday, and a compliant meal period was not provided, as required by law.

45. As a direct and proximate result of Defendants' failure to provide compliant meal periods, Plaintiff and Class Members have suffered and continue to suffer substantial losses in wages and other employment benefits, including unpaid meal period premium wages, in an amount to be proven at trial.

THIRD CAUSE OF ACTION

Failure to Provide Rest Periods

(Lab. Code § 226.7; IWC Wage Order No. 4-2001 § 12)

(Against All Defendants and DOES 1-10)

46. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

47. At all times herein mentioned, Labor Code section 226.7 and IWC Wage Order No. 4-2001 section 12 were in full force and effect and were binding on Defendants. These provisions require employers to authorize and permit employees to take rest periods at the rate of ten minutes for every four hours worked.

48. Defendants systematically denied Plaintiff and Class Members their statutory rest period rights through policies and practices including management actively discouraging employees from taking rest breaks, failing to relieve employees of all duties during attempted rest periods, maintaining no formal rest break policy or tracking system, failing to provide rest break premium pay when compliant breaks were missed, and multiple documented instances of missed rest breaks in time records.

49. Defendants failed to pay Plaintiff and Class Members one hour of premium pay for each workday, and a compliant rest period was not provided, as required by law.

50. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered and continue to suffer substantial losses in wages and other compensation in an amount to be proven at trial.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Timely Pay Wages When Due**

3 **(Lab. Code § 204)**

4 **(Against All Defendants and DOES 1-10)**

5 51. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as
6 though fully set forth herein.

7 52. At all times herein mentioned, Labor Code section 204 was in full force and effect and
8 was binding on Defendants. This statute requires employers to pay wages at designated regular pay
9 periods.

10 53. Throughout Plaintiff and Class Members' employment, Defendants systematically failed
11 to timely pay wages when due through policies and practices including requiring Plaintiff and Class
12 Members to complete necessary client documentation outside of regular working hours without timely
13 compensation, failing to compensate Plaintiff and Class Members for mandatory staff meetings attended
14 on scheduled days off, manipulating time records through "time correction" forms to eliminate or delay
15 payment of earned wages, implementing automatic meal period deductions that resulted in non-payment
16 of wages for time actually worked, and failing to pay earned overtime wages in a timely manner.

17 54. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and Class
18 Members has suffered and continues to suffer substantial losses in wages and other compensation in an
19 amount to be proven at trial.

20 **FIFTH CAUSE OF ACTION**

21 **Failure to Pay All Wages Due Upon Separation**

22 **(Lab. Code §§ 201–203)**

23 **(Against All Defendants and DOES 1-10)**

24 55. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as
25 though fully set forth herein.

26 56. At all times herein mentioned, Labor Code sections 201-203 were in full force and effect
27 and were binding on Defendants. These statutes require employers to pay all wages due immediately
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upon discharge or within 72 hours of resignation. Labor Code section 203 provides for penalties for employers who violate these sections.

57. At the time of Plaintiff's termination, Defendants failed to pay all wages due and owing, including but not limited to unpaid overtime wages for hours worked beyond required hours per day and required hours per week, unpaid wages for work performed off-the-clock including completion of required documentation and attendance at mandatory staff meetings, unpaid meal and rest period premium wages, and regular wages eliminated through systematic time record manipulation.

58. Defendants' failure to pay all wages due upon separation was willful and deliberate.

59. As a direct and proximate result of Defendants' willful failure to pay wages due upon separation, Plaintiff is entitled to waiting time penalties pursuant to Labor Code section 203, in the amount of thirty days' wages at Plaintiff's regular pay rate.

SIXTH CAUSE OF ACTION

Invalid Wage Release Resulting in Unpaid Wages

(Lab. Code § 206.5)

(Against All Defendants and DOES 1-10)

60. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

61. At all times herein mentioned, Labor Code section 206.5 was in full force and effect and was binding on Defendants. This statute prohibits employers from requiring employees to execute releases of wage claims as a condition of receiving wages due.

62. During Plaintiff's termination meeting on April 15, 2025, Defendants attempted to coerce Plaintiff into signing a confidentiality agreement and a final pay release under the explicit threat of withholding Plaintiff's final wages. On information and belief, Plaintiff and the Class Members were required to sign these invalid releases.

63. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in an amount to be determined at trial.

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1 **SEVENTH CAUSE OF ACTION**

2 **Invalid Waiver of Wage and Hour Rights**

3 **(Civ. Code § 1668)**

4 **(Against All Defendants and DOES 1-10)**

5 64. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as
6 though fully set forth herein.

7 65. At all times herein mentioned, Civil Code section 1668 was in full force and effect and
8 was binding on Defendants. This statute prohibits contracts that exempt anyone from responsibility for
9 violations of law or fraud.

10 66. Throughout Plaintiff and Class Members' employment, Defendants attempted to coerce
11 employees into executing invalid waivers of statutory wage and hour rights through policies and practices
12 including presenting pre-printed meal break waiver forms during orientation without explanation,
13 requiring employees to sign "time correction" forms that eliminated earned overtime hours, coercing
14 employees to submit documentation falsely reporting compliant meal breaks were taken, attempting to
15 force employees to sign releases waiving wage claims as a condition of receiving final pay, and using
16 threats and intimidation to obtain signatures on wage-related waivers.

17 67. These attempted waivers were invalid and void as against public policy, as they sought to
18 exempt Defendants from responsibility for violations of California labor laws.

19 68. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered
20 damages in an amount according to proof at trial.

21 **EIGHTH CAUSE OF ACTION**

22 **Failure to Provide Accurate Itemized Wage Statements**

23 **(Lab. Code § 226)**

24 **(Against All Defendants and DOES 1-10)**

25 69. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as
26 though fully set forth herein.

27 70. At all times herein mentioned, Labor Code section 226 was in full force and effect and
28 was binding on Defendants. This statute requires employers to provide accurate itemized wage

1 statements.

2 71. Defendants failed to provide accurate wage statements by failing to properly document all
3 hours worked and omitting required information from wage statements.

4 72. As a direct and proximate result of Defendants' violations, Plaintiff and Class Members
5 have suffered damages and are entitled to statutory penalties under Labor Code section 226.

6 **NINTH CAUSE OF ACTION**

7 **Unfair Business Practices**

8 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

9 **(Against All Defendants and DOES 1-10)**

10 73. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as
11 though fully set forth herein.

12 74. Business and Professions Code sections 17200, *et seq.* prohibit unfair competition,
13 including any unlawful, unfair, or fraudulent business practices.

14 75. Defendants engaged in unlawful, unfair, and fraudulent business practices by
15 discriminating against Plaintiff and Class Members based on failing to maintain required records, provide
16 required employment records, and violating various Labor Code provisions.

17 76. These actions constitute unfair business practices in violation of Business and Professions
18 Code sections 17200, *et seq.*

19 77. As a result of Defendants' unfair business practices, Plaintiff and Class Members have
20 suffered injury in fact and lost money or property.

21 78. Pursuant to Business and Professions Code section 17203, Plaintiff seeks restitution of all
22 benefits Defendants have received from their unfair and unlawful business practices.

23 **TENTH CAUSE OF ACTION**

24 **Violation of the Private Attorneys General Act (PAGA)**

25 **(Labor Code §§ 2698 and 2699, *et seq.*)**

26 **(As to Plaintiff and Against All Defendants and DOES 1-10)]**

27 1. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
28 fully set forth herein.

2. “Labor Code §§ 2698 and 2699 (The California Private Attorneys General Act of 2004, or “PAGA”), expressly establish that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by The Labor and Workforce Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of other current or former employees.

3. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees has discretion to assess a civil penalty, a factfinder in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

4. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section 2699(c) because he was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth in this complaint.

5. Plaintiff seeks to recover civil penalties pursuant to PAGA for the following Labor Code violations:

- a. Violation of Labor Code section 512(a) for failure to provide meal periods;
- b. Violation of Labor Code section 226.7 for failure to provide rest periods;
- c. Violation of 1174 and 1174.5 for failure to accurately maintain records and for manipulation of time records;
- d. Violation of Labor Code section 226(a) for failure to provide accurate itemized wage statements;
- e. Civil Penalties under Labor Code section 558.1;

6. Plaintiff asserts his representative claims against Defendants for Defendants’ violations of PAGA on behalf of the LWDA and all aggrieved employees, in his capacity as “private attorney general”, and seeks all statutory penalties available under the Labor Code.

7. By reason of the above and pursuant to Labor Code section 2699(f)(2), which states that

1 if a civil penalty for a violation is not specifically provided, Plaintiff, on behalf of the LWDA and all
2 aggrieved employees, is entitled to payment of a penalty of \$100 per pay period for each employee for
3 the initial violation, and \$200 per pay period for each employee for each subsequent violation, plus
4 interest.

5 8. In addition, Plaintiff, on behalf of the LWDA and all aggrieved employees, seeks and is
6 entitled to have 65% of all recovered penalties and interest allocated to the LWDA and 35% to the
7 aggrieved employees. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees,
8 expenses and costs pursuant to Labor Code section 2699, and any other applicable statutes.

9 9. Plaintiff complied with the notice requirements of Labor Code section 2699.3(a)(1) prior
10 to commencing this action. A copy of the letters submitted to the California LWDA on May 2, 2025, via
11 online filing and copied to Defendants' Agent for Service of Process in California on the same date, via
12 certified mail, in accordance with section 2699.3(a)(1).

13
14 10. As of today's date, the LWDA has not responded to Plaintiff's written notice.

15 11. Plaintiff and the aggrieved employees are also entitled to reasonable attorneys' fees and
16 costs, pursuant to California Labor Code section 2699(g)(1).

17 12. Pursuant to Labor Code section 2699(g)(1), Plaintiff is entitled to an award of reasonable
18 attorneys' fees and costs.

19 13. The California Supreme Court has held that a Representative Action does not need to meet
20 class certification requirements because it is a state enforcement action. *Arias v. Superior Court*, 46
21 Cal.4th 969, 970-75 (2009).

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23
24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays for judgment as follows:

26 1. An Order that this action may proceed and be maintained as a Class Action, with the Class
27 and Subclass as designated and defined in this Complaint, and that the Plaintiff and ---his/her--- counsel
28 be certified as representatives and Counsel for the Class and Subclass, respectively;

2. For restitution of all unpaid overtime wages, minimum wages, meal-period and rest-period premiums, and any other compensation due under the Labor Code;
3. For liquidated damages on unpaid minimum wages pursuant to Labor Code section 1194.2;
4. For statutory penalties pursuant to Labor Code sections 203, 226, 226.3, 226.7, 1174.5, 1198.5, and any others that may be applicable;
5. For restitution and disgorgement of ill-gotten gains under Business and Professions Code sections 17200, *et seq.*;
6. For prejudgment and post-judgment interest as permitted by law;
7. For an order requiring Defendants to pay or reimburse all reasonable costs associated with class notice and the administration of any judgment or settlement, subject to Court approval;
8. That this action be maintained as a PAGA Representative Action, and Plaintiff and his counsel be provided with enforcement capability as if the action were brought by the LWDA;
9. For recovery of civil penalties as permitted by Labor Code section 2699, for meal period violations pursuant to Labor Code sections 226.7 and 512, according to proof;
10. For recovery of civil penalties as permitted by Labor Code section 2699, for rest period violations pursuant to Labor Code section 226.7, according to proof;
11. For recovery of civil penalties as permitted by Labor Code section 2699, for inaccurate wage statements pursuant to Labor Code section 226(a), according to proof;
12. For recovery of civil penalties as permitted by Labor Code section 2699, for failure to maintain accurate records pursuant to Labor Code section 1174(d), according to proof;
13. For reasonable attorneys' fees and litigation expenses, recoverable either under the fee-shifting provisions of Labor Code sections 218.5, 226, 1194, Code of Civil Procedure section 1021.5, and any other applicable statute, or—should a common fund or common benefit be created—as a percentage of that fund or benefit, all in amounts to be determined and approved by the Court;
14. For costs of suit incurred herein; and
15. For such other and further relief as the Court deems just and proper.

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a trial by jury on all causes of action and claims upon which a jury trial
3 is legally permitted.

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5 DATED: September 19, 2025

LAUREL EMPLOYMENT LAW

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7 Joshua I. White, Esq.

8 Michiko M. Vartanian , Esq.

9 Attorneys for Plaintiff and the Putative Class
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EXHIBIT A



May 2, 2025

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorney General Act (PAGA) – Filing

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Wisdom Treatment, LLC	Wisdom Treatment, LLC
8924 Haskell Avenue	c/o Aaron Barsalou
North Hills, California 91343	3031 North San Fernando Boulevard, Suite 100
	Burbank, California 91504

Re: Notice by Wayne Medlin on Behalf of Himself and all Other Aggrieved California Employees of Wisdom Treatment, LLC as an individual and a Representative of the State of California

Dear Labor and Workforce Development Agency and Wisdom Treatment, LLC:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code section 2698, *et seq.*, Wayne Medlin (“Mr. Medlin” or “Claimant”) intends to bring a civil action against Wisdom Treatment, LLC (“the Employer”), individually and on behalf of all other aggrieved employees for the Employers violations of Labor Code sections 218, 226(a), 226.7, 500, 510, 512(a), 558, 558.1, 1174, 1174(d), 1174.5, 1194, 1197, and 1198. This letter serves as Claimant’s written notice pursuant to Labor Code section 2699.3(a)(1) providing the Labor and Workforce Development Agency (“LWDA”) the opportunity to investigate the alleged claims contained herein of the specific provisions of the Labor Code allegedly violated by the Employer and the facts and theories in support of said allegations. This information contained herein is based on currently possessed information and belief.

If the LWDA does not intend to investigate the alleged violations, Claimant intends to file a representative civil action for PAGA penalties on behalf of himself and all other aggrieved employees of the Employer and shall seek civil penalties under the PAGA. A copy of this Notice is being sent to the Employer by certified mail at the address above.

Claimant worked for the Employer from January 15, 2025 to April 15, 2025, and was classified as a non-exempt employee in the position of Registered Drug and Alcohol Technician. The Employer denied Claimant and Aggrieved Employees the rights and protections of the

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California Labor Code through systematic violations of wage and hour laws, meal and rest period requirements, and other labor code provisions as detailed herein.

Identity of "Employees"

Claimant intends to pursue PAGA civil penalties on their own behalf and on behalf of other current and former employees of the entities/individual referenced below who performed non-exempt work for said entities/individual and were either: 1) classified as a non-exempt employee or 2) should have been classified as a non-exempt employee and who performed work for the Employer in California as a Registered Drug and Alcohol Technician or similar job title. Said employees are limited to employees performing work for said entities/individuals at any time during one. Said employees are limited to employees performing work for said entities/individuals at any time during one (1) year prior to the date of this PAGA Notice letter and continuing until the unlawful employment practices are stopped and/or a judgment is entered. Said employees are collectively hereinafter referred to as "Aggrieved Employees." The names of Aggrieved Employees (other than Claimant), who are other current and former employees subjected to the same unlawful practices described herein, are contained within the personnel and payroll records maintained by the Employer.

Identity and Capacity of Employers/Joint Employers

Claimant intends to pursue a PAGA action against Wisdom Treatment, LLC and its parent companies, subsidiaries, successors, owners, officers, directors, and managing agents (collectively referred to as "Employer" as well). Claimant will seek to hold all owners, directors, officers and managing agents of the Employer, personally liable for said violations to the extent permitted under Labor Code section 558 and/or Labor Code section 558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein and there exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Further, each of the business entities are, and at all times mentioned herein were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Claimant will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

It should further be noted that the Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers of Aggrieved Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Aggrieved Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Aggrieved Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or

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assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Aggrieved Employees.

Violations/Supporting Facts and Theories

At all times herein, the Employer is detox and addiction treatment facility located in Burbank, California. The Employer provides drug and alcohol addiction treatment and rehabilitation services. The Employer operates within the State of California and has employed/jointly employed Employees (including Claimant) to perform work and services in furtherance of their business and joint enterprise interests.

Claimant worked for the Employer from January 15, 2025 to April 15, 2025, as a Registered Drug and Alcohol Technician. During Claimant's employment, Claimant was classified as a non-exempt employee. The Employer denied Claimant and Aggrieved Employees the rights and protections of the California Labor Code and applicable IWC Wage Order through systematic violations as described herein.

At all relevant times at least one year prior to the date of this Notice, the Employer subjected Claimant and other Aggrieved Employees to policies and practices caused the violations of the Labor Code as described herein. Claimant now seeks civil penalties on behalf of all Aggrieved Employees and the State of California based on the alleged violations of the Labor Code and applicable IWC Wage Order, including civil penalties pursuant to Labor Code section 558(a). Claimant's claims are set forth in further detail below.

For reasons set forth herein, Claimant alleges the following violations of the Labor Code and applicable IWC Wage Order on behalf of himself and all other non-exempt aggrieved employees of Employer:

1. Failure to Pay All Wages (Overtime and Minimum Wages);
3. Failure to Provide Meal Breaks;
4. Failure to Provide Rest Breaks;
5. Time Record Manipulation Violations;
6. Failure to Maintain Accurate Records;
7. Failure to Provide Accurate Itemized Wage Statements;
8. Civil Penalties Pursuant to Labor Code 558.1

The violations of the Employer, thus include, the following:

Failure to Pay All Wages (Overtime and Minimum Wages)

The Employer violated Labor Code sections 218, 500, 510, 1194, 1197, 1198, and Industrial Welfare Commission Wage Order No. 5, sections 3 and 4, by failing to pay Claimant and other Aggrieved Employees at least the minimum wage, and at times, the overtime wage

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required under the law, including hours worked during meal periods and work performed in excess of 8 hours per workday.

Claimant and other Aggrieved Employees regularly worked more than 8 hours per workday without receiving overtime compensation. Claimant and Aggrieved Employees working more than 40 hours in a workweek have not been paid time and one-half.

Specifically, the Employer engaged in systematic wage violations including:

1. Requiring Claimant and Aggrieved Employees to work beyond their scheduled hours without proper overtime compensation;
2. Forcing employees to complete required paperwork off-the-clock;
3. Requiring attendance at mandatory staff meetings without compensation;
4. Manipulating time records to eliminate overtime hours worked; and
5. Failing to properly compensate employees for daily overtime when working beyond 8 hours in a workday.

The Employer's Operations Manager, Haley Jimenez ("Jimenez"), regularly directed modifications to time records to remove overtime hours actually worked by employees. Claimant and Aggrieved Employees were required to submit "time correction" forms that reduced their actual hours worked to avoid overtime payments. The Employer maintained and enforced a policy of altering the ADP timekeeping system records to eliminate overtime hours.

The Employer's failure to pay Aggrieved Employees all wages in accordance with the Labor Code has been, in part, accomplished by wrongfully failing to include all the times that Employees worked in calculating Aggrieved Employees' wages during each pay-period that Employees were employed.

Furthermore, under California law, employers are obligated to pay the wages of an hourly employee for all time that the employee is under the control of the employer and includes all the time the employee is suffered or permitted to work, whether required to do so. The Employer failed to pay any wages, including overtime and minimum wages for work performed during meal periods.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Meal Breaks

Labor Code section 512(a) states that an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

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Claimant and other Aggrieved Employees have been consistently denied statutory meal period rights while working for the Employer due to the Employer's policies of:

1. Coercing employees to sign meal period waivers during orientation without proper consideration of the legal requirements for such waivers;
2. Requiring employees to work through their lunch breaks while clocked out;
3. Implementing automatic 30-minute meal period deductions regardless of whether breaks were actually taken;
4. Failing to provide second meal periods when employees worked shifts exceeding 10 hours; and
5. Failing to pay required meal period premium pay when compliant meal periods were not provided.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Rest Breaks

Labor Code section 226.7 prohibits employers from requiring employees to work during rest periods and mandates that employers pay premium wages for missed rest breaks. This section works in conjunction with the applicable Industrial Welfare Commission (IWC) Wage Order, section 12, which specifically outlines the requirements for rest periods.

Section 12(A) of the applicable IWC Wage Order requires employers to authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours.

The Employer violated Labor Code section 226.7 and the applicable IWC Wage Order by failing to authorize and permit compliant rest periods. Specifically:

1. Management actively discouraged employees from taking rest breaks;
2. Employees were not relieved of all duties during attempted rest periods;
3. The Employer maintained no formal rest break policy or tracking system;
4. Rest break premium pay was not provided when compliant breaks were missed;
5. Multiple instances of missed rest breaks are documented in time records.

The nature of work at the detox and treatment facility, combined with inadequate staffing levels, created conditions where Claimant and Aggrieved Employees were unable to take compliant rest breaks. Despite this systematic denial of proper rest periods, the Employer failed to pay the legally required premium pay for missed breaks.

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Time Record Manipulation Violations

The Employer violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate time records and engaging in systematic manipulation of employee time records. These violations include:

1. Requiring employees to regularly submit "time correction" forms that reduced actual hours worked;
2. Direct manipulation of the ADP timekeeping system by management to eliminate overtime hours;
3. Altering records to show meal breaks were taken when they were not;
4. Forcing employees to clock out while continuing to work;
5. Maintaining inaccurate payroll records that did not reflect all hours actually worked.

Jimenez regularly directed employees to modify their time records to eliminate overtime hours and show meal breaks that were not actually taken. This systematic manipulation of time records resulted in underpayment of wages and failure to maintain accurate employment records as required by law.

Failure to Maintain Accurate Records

Labor Code section 1174(d) requires every person, including Employers, employing labor in the state to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

Labor Code section 1174.5 provides: “Any person employing labor who willfully fails to maintain the records required by subdivision (c) of section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).”

Section 7(A) of the applicable IWC Wage Order provides: “Every employer shall keep accurate information with respect to each employee including the following: . . . (3) time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded.” Employers failed to accurately record the hours worked and meal periods for Claimant and other non-exempt aggrieved employees.

The Employer violated these requirements by:

1. Failing to maintain accurate records of actual hours worked by employees;
2. Not recording all overtime hours worked;

Wayne Medlin v. Wisdom Treatment, LLC

Laurel Employment Law APC

3. Maintaining inaccurate meal period records through automatic deductions;
4. Failing to properly document rest break violations;
5. Not maintaining accurate records of wage payments including premium pay owed.

The Employer's systematic manipulation of time records and failure to maintain accurate documentation of hours worked, breaks taken, and wages paid constitutes a willful violation of Labor Code section 1174(d) and subjects the Employer to civil penalties under Labor Code section 1174.5.

Failure to Provide Accurate Itemized Wage Statements

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer...; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Furthermore, Labor Code section 226(e)(2)(A) states: "An employee is deemed to suffer injury for purposes of this subdivision if the Employer fails to provide a wage statement."

Labor Code section 226.3 imposes an additional civil penalty on the Employers of \$250.00 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000.00 per employee for each violation in a subsequent citation. In addition, Labor Code section 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and Claimants are entitled to an award of costs and reasonable attorney's fees.

The Employer violated these requirements by:

1. Failing to accurately record all hours worked, including overtime hours;
2. Not documenting meal and rest period premium payments owed;
3. Providing wage statements that did not reflect actual hours worked due to time record manipulation;
4. Failing to accurately record all applicable hourly rates and corresponding hours worked at each rate;
5. Not maintaining accurate records of wages earned but unpaid due to systematic violations.

Wayne Medlin v. Wisdom Treatment, LLC

Laurel Employment Law APC

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Civil Penalties for Violation of the Labor Code and IWC Wage Orders

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of Part 2, Chapter 1, of the Labor Code or any provision regulating hours and days of work in any IWC Wage Order to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

Labor Code section 558.1(a) states: “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” Labor Code section 558.1(b) expressly defines “other person acting on behalf of an employer” to include a “natural person who is an owner, director, officer, or managing agent of the employer.”

Labor Code section 1197.1 states that any employer or other person acting either individually or as an officer, agent or employee of another person, which pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty and restitution of wages payable to the employee in an amount of \$100 for the initial violation for each pay period in which an employee underpaid in addition to an amount sufficient to recover underpaid wages, and \$250 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

As set forth above, Employers violated the IWC Wage Order regulating the hours and days of work, Labor Code sections 510, 1197, and 1198, and caused the employees to be paid less than the minimum set by the IWC Wage Order. As a result, Employers are liable for civil penalties under Labor Code sections 558, 558.1, and 1197.1.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Attorneys’ Fees, Costs, Interest and Penalties

Labor Code section sections 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.*, give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney’s fees, and costs of suit.

Laurel Employment Law APC

Pursuant to Labor Code section 2699(m), aggrieved employees are entitled to collect 35% of the civil penalty assessment. Accordingly, Employers are liable for these items in addition to the unpaid wages. Claimant has already incurred in actual damages, costs and attorney's fees and will continue to incur costs because of the Employer's unlawful actions.

Conclusion

If the State of California intends to investigate the matters set forth herein, please inform our offices as soon as possible as prompt administrative action will permit the identified unlawful practices to be rectified in prompt fashion. If the State of California does not send notification of its intent to investigate the alleged violations set forth herein, then pursuant to Labor Code section 2698, *et seq.* (PAGA), Claimant reserves the right to file a PAGA cause of action seeking all available damages, penalties, and remedies as well as attorneys' fees, interest, and costs against Employer, as permitted under the PAGA. Should the State of California require any additional information, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'michiko', followed by a horizontal line.

Michiko Vartanian, Esq.
michiko@laurelemploymentlaw.com