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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

SANDRA MENDIBLES, individually, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

TARZANA TREATMENT CENTERS, INC., a
 California corporation; and DOES 1 through 10,
 inclusive,

Defendants

Case No.: 25STCV17287

**FIRST AMENDED REPRESENTATIVE
 ACTION COMPLAINT:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

DEMAND FOR JURY TRIAL

TABLE OF CONTENTS

INTRODUCTION & PRELIMINARY STATEMENT.....	1
THE PARTIES	3
A. Plaintiffs	3
B. Defendants.....	3
ALLEGATIONS COMMON TO ALL CAUSES OF ACTION	4
FIRST CAUSE OF ACTION.....	8
SECOND CAUSE OF ACTION.....	9
THIRD CAUSE OF ACTION	11
FOURTH CAUSE OF ACTION.....	11
FIFTH CAUSE OF ACTION.....	12
SIXTH CAUSE OF ACTION.....	13
SEVENTH CAUSE OF ACTION.....	14
EIGHTH CAUSE OF ACTION.....	15
NINTH CAUSE OF ACTION	18
PRAYER FOR RELIEF.....	20
DEMAND FOR JURY TRIAL.....	25

1 Plaintiffs Sandra Mendibles and Rogelio Pahua (“Plaintiffs”), based upon facts that either
2 have evidentiary support or are likely to have evidentiary support after a reasonable opportunity
3 for further investigation and discovery, allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendants Tarzana Treatment Centers, Inc.,
6 and Does 1 through 10 (collectively referred to as “Defendants”) for California Labor Code
7 violations and unfair business practices stemming from Defendants’ failure to pay minimum
8 wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and
9 permit rest periods, failure to maintain accurate records of hours worked and meal periods,
10 failure to timely pay all wages to terminated employees, failure to indemnify necessary business
11 expenses, and failure to furnish accurate wage statements.

12 2. Plaintiffs bring the First through Eighth Causes of Action individually.

13 3. Plaintiffs bring the Ninth Cause of Action as a representative action under the
14 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
15 Plaintiffs, the State of California, and past and present non-exempt, hourly-paid employees of
16 Defendants who worked in California during the applicable statute of limitations period
17 (hereinafter referred to as the “Aggrieved Employees”).

18 4. Defendants own/owned and operate/operated an industry, business, and
19 establishment within the State of California, including Los Angeles County. As such, and based
20 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
21 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
22 Commission (“IWC”), and the California Business & Professions Code.

23 5. Despite these requirements, throughout the statutory period Defendants
24 maintained a systematic, company-wide policy and practice of:

- 25 (a) Failing to pay employees for all hours worked, including all minimum
26 wages, and overtime wages in compliance with the California Labor Code
27 and IWC Wage Orders;
28

- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Failing to indemnify employees for necessary business expenses incurred;
- (e) Willfully failing to pay employees all minimum wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates; and
- (f) Failing to maintain accurate records of the hours that employees worked.
- (g) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

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

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

1 **THE PARTIES**

2 **A. Plaintiffs**

3 8. Plaintiff Sandra Mendibles is a California resident that worked for Defendants in
4 the County of Los Angeles, State of California from approximately April 2022 to May 2025.

5 9. Plaintiff Rogelio Pahua is a California resident that worked for Defendants in the
6 County of Los Angeles, State of California from approximately February 2023 to June 2025.

7 10. Plaintiffs reserve the right to seek leave to amend this complaint to add new
8 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
9 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

10 **B. Defendants**

11 11. Plaintiffs are informed and believe, and based upon that information and belief
12 alleges, that Defendants are:

- 13 (a) Business entities with their principal places of business in Los Angeles,
14 California.
- 15 (b) Business entities conducting business in numerous counties throughout the
16 State of California, including in Los Angeles County; and
- 17 (c) The former employers of Plaintiffs, and the current and/or former
18 employers of the Aggrieved Employees. Defendants suffered and permitted
19 Plaintiffs and the Aggrieved Employees to work, and/or controlled their
20 wages, hours, or working conditions; and
- 21 (d) At all times mentioned herein, Defendants are and were the joint employers
22 of Plaintiffs and the Aggrieved Employees.

23 12. Plaintiffs do not currently know the true names or capacities of the persons or
24 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
25 names. Each of the Doe Defendants was in some manner legally responsible for the damages
26 suffered by Plaintiffs and the Aggrieved Employees as alleged herein. Plaintiffs will amend this
27 complaint to set forth the true names and capacities of these Defendants when they have been
28 ascertained, together with appropriate charging allegations, as may be necessary.

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

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

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

19 15. Plaintiffs are California residents who worked for Defendants in the County of Los
20 Angeles, State of California during the statutory period. During the statutory time period,
21 Defendants classified Plaintiffs as non-exempt employees. Plaintiffs were typically scheduled to
22 work at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

23 16. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
24 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with
25 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest
26 periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all
27 final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to
28

1 furnish accurate wage statements to Plaintiffs. As discussed below, Plaintiffs' experience
2 working for Defendants was typical and illustrative.

3 17. Throughout the statutory period, Defendants maintained a policy and practice of
4 not paying Plaintiffs and the Aggrieved Employees for all hours worked, including all overtime
5 wages. Plaintiffs and the Aggrieved Employees were required to work off the clock, and
6 uncompensated. For example, Plaintiffs and the Aggrieved Employees were required to wait in
7 line in order to clock into work and when returning from meal breaks, uncompensated. On those
8 occasions when Plaintiffs and the Aggrieved Employees clocked in through computers, that
9 process would also take time, uncompensated. Also, Plaintiffs and the Aggrieved Employees
10 would often continue to work after clocking out of work, including to complete assignments.
11 Also, Plaintiffs and the Aggrieved Employees would use their personal cellular telephones while
12 off the clock, uncompensated. Also, Plaintiffs and the Aggrieved Employees experienced
13 interrupted meal breaks, but were not compensated for this time. Also throughout the statutory
14 period, Plaintiffs and the Aggrieved Employees received non-discretionary bonuses and other
15 remuneration. However, Defendants failed to incorporate all remuneration when calculating the
16 correct overtime rate of pay, meal break premium rate of pay, and sick day rate of pay, leading to
17 underpayment.

18 18. Throughout the statutory period, Defendants have wrongfully failed to provide
19 Plaintiffs and the Aggrieved Employees with legally compliant meal periods. Defendants
20 sometimes, but not always, required Plaintiffs and the Aggrieved Employees to work in excess of
21 five consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-
22 free meal period for every five hours of work, or without compensating Plaintiffs and the
23 Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of
24 work or tenth hour of work. Defendants also did not adequately inform Plaintiffs and the
25 Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or,
26 for shifts greater than 10 hours, by the end of the tenth hour of work. Accordingly, Defendants'
27 policy and practice was to not provide meal periods to Plaintiffs and the Aggrieved Employees in
28 compliance with California law.

1 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
2 and permit Plaintiffs and the Aggrieved Employees to take timely and duty-free rest periods.
3 Defendants sometimes, but not always, required Plaintiffs and the Aggrieved Employees to work
4 in excess of four consecutive hours a day without Defendants authorizing and permitting them to
5 take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or
6 major fraction of four hours), or without compensating Plaintiffs and the Aggrieved Employees
7 for rest periods that were not authorized or permitted. Defendants also did not adequately inform
8 Plaintiffs and the Aggrieved Employees of their right to take a rest period. Moreover,
9 Defendants did not have adequate policies or practices permitting or authorizing rest periods for
10 Plaintiffs and the Aggrieved Employees, nor did Defendants have adequate policies or practices
11 regarding the timing of rest periods. Defendants also did not have adequate policies or practices
12 to verify whether Plaintiffs and the Aggrieved Employees were taking their required rest periods.
13 Further, Defendants did not maintain accurate records of employee work periods, and therefore
14 Defendants cannot demonstrate that Plaintiffs and the Aggrieved Employees took rest periods
15 during the middle of each work period. Accordingly, Defendants' policy and practice was to not
16 authorize and permit Plaintiffs and the Aggrieved Employees to take rest periods in compliance
17 with California law.

18 20. Throughout the statutory period, Defendants wrongfully required Plaintiffs and the
19 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
20 Defendants without reimbursement, such the use of personal cellular telephones for work
21 purposes, and the purchase of various items including without limitation, water for patients and
22 computer accessories (i.e. mouse, keyboard printers).

23 21. Throughout the statutory period, Defendants willfully failed and refused to timely
24 pay Plaintiffs and the Aggrieved Employees at the conclusion of their employment all wages for
25 all minimum wages, overtime wages, meal period premium wages, and rest period premium
26 wages. Further, Defendants did not pay Plaintiffs and the Aggrieved Employees their final
27 paychecks immediately upon termination.
28

1 22. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the
2 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
3 rates, and all gross and net wages earned (including correct hours worked, correct wages earned
4 for hours worked, correct overtime hours worked, correct wages for meal periods that were not
5 provided in accordance with California law, correct wages for rest periods that were not
6 authorized and permitted to take in accordance with California law, and Defendant's address).
7 Further, the wage statements do not show Defendant's address as required by California law. As
8 a result of these violations of California Labor Code § 226(a), the Plaintiffs and the Aggrieved
9 Employees suffered injury because, among other things:

- 10 (a) the violations led them to believe that they were not entitled to be paid
11 minimum wages, overtime wages, meal period premium wages, and rest
12 period premium wages to which they were entitled, even though they were
13 entitled;
- 14 (b) the violations led them to believe that they had been paid the minimum,
15 overtime, meal period premium, and rest period premium wages, even
16 though they had not been;
- 17 (c) the violations led them to believe they were not entitled to be paid
18 minimum, overtime, meal period premium, and rest period premium wages
19 at the correct California rate even though they were;
- 20 (d) the violations led them to believe they had been paid minimum, overtime,
21 meal period premium, and rest period premium wages at the correct
22 California rate even though they had not been;
- 23 (e) the violations hindered them from determining the amounts of minimum,
24 overtime, meal period premium, and rest period premium owed to them;
- 25 (f) in connection with their employment before and during this action, and in
26 connection with prosecuting this action, the violations caused them to have
27 to perform mathematical computations to determine the amounts of wages
28

owed to them, computations they would not have to make if the wage statements contained the required accurate information;

- (g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wages rates to which Plaintiffs and the Aggrieved Employees were entitled, and Plaintiffs and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiffs and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e), including actual damages.

FIRST CAUSE OF ACTION

(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)

23. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 22 in this Complaint.

24. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

25. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Section 1194 of the California Labor Code, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

26. Accordingly, Plaintiffs are entitled to recover minimum wages for all non-overtime hours worked for Defendants.

27. By and through the conduct described above, Plaintiffs have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

28. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiffs for their non-overtime hours worked without pay, Plaintiffs suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs, but which exceed the jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

29. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiffs.

30. Pursuant to California Labor Code section 1194.2, Plaintiffs are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

31. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiffs were entitled to be paid twice a month at rates required by law, including minimum wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiffs all such wages due, and failed to pay those wages twice a month.

32. Plaintiffs are also entitled to seek recovery of all unpaid minimum wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

33. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 22 in this Complaint.

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

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

1 by the Industrial Welfare Commission is unlawful.

2 36. At all times relevant hereto, Plaintiffs have worked more than eight hours in a
3 workday, as employees of Defendants.

4 37. At all times relevant hereto, Defendants failed to pay Plaintiffs overtime
5 compensation for the hours they have worked in excess of the maximum hours permissible by
6 law as required by California Labor Code § 510 and 1198. Plaintiffs are regularly required to
7 work overtime hours.

8 38. By virtue of Defendants' unlawful failure to pay additional premium rate
9 compensation to the Plaintiffs for their overtime hours worked, Plaintiffs have suffered, and will
10 continue to suffer, damages in amounts which are presently unknown to them but which exceed
11 the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

12 39. By failing to keep adequate time records required by Labor Code § 1174(d),
13 Defendants have made it difficult to calculate the full extent of overtime compensation due to
14 Plaintiffs.

15 40. Plaintiffs also request recovery of overtime compensation according to proof,
16 interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the
17 assessment of any statutory penalties against Defendants, in a sum as provided by the California
18 Labor Code and/or other statutes.

19 41. California Labor Code § 204 requires employers to provide employees with all
20 wages due and payable twice a month. The Wage Orders also provide that every employer shall
21 pay to each employee, on the established payday for the period involved, overtime wages for all
22 overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs with all
23 compensation due, in violation of California Labor Code § 204.

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1 **THIRD CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Provide Meal Periods)**

3 42. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
4 1 through 22 in this Complaint.

5 43. Under California law, Defendants have an affirmative obligation to relieve the
6 Plaintiffs of all duty in order to take their first daily meal periods no later than the start of
7 Plaintiffs' sixth hour of work in a workday, and to take their second meal periods no later than
8 the start of the eleventh hour of work in the workday. Section 512 of the California Labor Code,
9 and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal
10 periods of at least 30 minutes for each five-hour period worked. It is a violation of Section 226.7
11 of the California Labor Code for an employer to require any employee to work during any meal
12 period mandated under any Wage Order.

13 44. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs
14 with both meal periods as required by California law. By their failure to permit and authorize
15 Plaintiffs to take all meal periods as alleged above (or due to the fact that Defendants made it
16 impossible or impracticable to take these uninterrupted meal periods), Defendants willfully
17 violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage
18 Orders.

19 45. Under California law, Plaintiffs are entitled to be paid one hour of additional
20 wages for each workday he or she was not provided with all required meal period(s), plus interest
21 thereon.

22 **FOURTH CAUSE OF ACTION**

23 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

24 46. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
25 1 through 22 in this Complaint.

26 47. Defendants are required by California law to authorize and permit breaks of 10
27 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
28 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that

1 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for
2 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
3 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
4 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
5 the California Labor Code for an employer to require any employee to work during any rest
6 period mandated under any Wage Order.

7 48. Despite these legal requirements, Defendants failed to authorize Plaintiffs to take
8 rest breaks, regardless of whether employees worked more than 4 hours in a workday. By their
9 failure to permit and authorize Plaintiffs to take rest periods as alleged above (or due to the fact
10 that Defendants made it impossible or impracticable to take these uninterrupted rest periods),
11 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
12 the applicable Wage Orders.

13 49. Under California law, Plaintiffs are entitled to be paid one hour of premium wages
14 rate for each workday he or she was not provided with all required rest break(s), plus interest
15 thereon.

16 **FIFTH CAUSE OF ACTION**

17 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

18 50. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
19 1 through 22 in this Complaint.

20 51. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
21 failing to pay and indemnify the Plaintiffs for their necessary expenditures and losses incurred in
22 direct consequence of the discharge of their duties or of their obedience to directions of
23 Defendants.

24 52. As a result, Plaintiffs were damaged at least in the amounts of the expenses they
25 paid, or which were deducted by Defendants from their wages.

26 53. Plaintiffs they represent are entitled to attorney's fees, expenses, and costs of suit
27 pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section 2802(b).
28

1 **SIXTH CAUSE OF ACTION**

2 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
3 **Penalties)**

4 54. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
5 1 through 22 in this Complaint.

6 55. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
7 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
8 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
9 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
10 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
11 quit, in which case the employee is entitled to his or her wages at the time of quitting.

12 56. Within the applicable statute of limitations, the employment of Plaintiffs ended,
13 i.e. was terminated by quitting or discharge, and the employment of others will be. However,
14 during the relevant time period, Defendants failed, and continue to fail to pay Plaintiffs, without
15 abatement, all wages required to be paid by California Labor Code sections 201 and 202 either at
16 the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

17 57. Defendants' failure to pay Plaintiffs their wages earned and unpaid at the time of
18 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation
19 of California Labor Code §§ 201 and 202.

20 58. California Labor Code § 203 provides that if an employer willfully fails to pay
21 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
22 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
23 commenced; but the wages shall not continue for more than thirty (30) days.

24 59. Plaintiffs are entitled to recover from Defendants their additionally accruing
25 wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days
26 maximum pursuant to California Labor Code § 203.

1 60. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiffs are also
2 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this
3 action.

4 **SEVENTH CAUSE OF ACTION**

5 **(Against all Defendants for Failure to Provide and Maintain Accurate and**
6 **Compliant Wage Records)**

7 61. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
8 1 through 22 in this Complaint.

9 62. At all material times set forth herein, California Labor Code § 226(a) provides that
10 every employer shall furnish each of his or her employees an accurate itemized wage statement
11 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
12 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
13 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
14 on written orders of the employee may be aggregated and shown as one item, (5) net wages
15 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
16 employee and the last four digits of his or her social security number or an employee
17 identification number other than a social security number, (8) the name and address of the legal
18 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
19 the corresponding number of hours worked at each hourly rate by the employee.

20 63. Defendants have intentionally and willfully failed to provide employees with
21 complete and accurate wage statements. The deficiencies include, among other things, the
22 failure to correctly identify the gross wages earned by Plaintiffs, the failure to list the true "total
23 hours worked by the employee," and the failure to list the true net wages earned.

24 64. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs
25 have suffered injury and damage to their statutorily-protected rights.

26 65. Specifically, Plaintiffs have been injured by Defendants' intentional violation of
27 California Labor Code § 226(a) because they were denied both their legal right to receive, and
28 their protected interest in receiving, accurate, itemized wage statements under California Labor

1 Code § 226(a).

2 66. Calculation of the true wage entitlement for Plaintiffs is difficult and time
3 consuming. As a result of this unlawful burden, Plaintiffs were also injured as a result of having
4 to bring this action to attempt to obtain correct wage information following Defendants' refusal
5 to comply with many of the mandates of California's Labor Code and related laws and
6 regulations.

7 67. Plaintiffs are entitled to recover from Defendants their actual damages caused by
8 Defendants' failure to comply with California Labor Code § 226(a).

9 68. Plaintiffs are also entitled to injunctive relief, as well as an award of attorney's
10 fees and costs to ensure compliance with this section, pursuant to California Labor Code §
11 226(h).

12 **EIGHTH CAUSE OF ACTION**

13 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**
14 **et seq.)**

15 69. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
16 1 through 22 in this Complaint.

17 70. Defendants, and each of them, are "persons" as defined under California Business
18 & Professions Code § 17201.

19 71. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
20 unlawful, and harmful to Plaintiffs and to the general public. Plaintiffs seek to enforce important
21 rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

22 72. Defendants' activities, as alleged herein, are violations of California law, and
23 constitute unlawful business acts and practices in violation of California Business & Professions
24 Code §§ 17200, *et seq.*

25 73. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
26 predicated on the violation of any state or federal law. All of the acts described herein as
27 violations of, among other things, the California Labor Code, are unlawful and in violation of
28 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,

1 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
2 California Business & Professions Code §§ 17200, *et seq.*

3 **Failure to Pay Minimum Wages**

4 74. Defendants' failure to pay minimum wages, and other benefits in violation of the
5 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
6 Business & Professions Code §§ 17200, *et seq.*

7 **Failure to Pay Overtime Wages**

8 75. Defendants' failure to pay overtime compensation and other benefits in violation
9 of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
10 prohibited by California Business & Professions Code §§ 17200, *et seq.*

11 **Failure to Maintain Accurate Records of All Hours Worked**

12 76. Defendants' failure to maintain accurate records of all hours worked in accordance
13 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
14 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

15 **Failure to Provide Meal Periods**

16 77. Defendants' failure to provide meal periods in accordance with California Labor
17 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
18 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

19 **Failure to Authorize and Permit Rest Periods**

20 78. Defendants' failure to authorize and permit rest periods in accordance with
21 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
22 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

23 **Failure to Indemnify Necessary Business Expenses**

24 79. Defendants' failure to indemnify employees for necessary business expenses in
25 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
26 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
27 17200, *et seq.*

28 //

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

2 80. Defendants' failure to provide accurate itemized wage statements in accordance
3 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity
4 prohibited by California Business & Professions Code §§ 17200, *et seq.*

5 81. By and through their unfair, unlawful and/or fraudulent business practices
6 described herein, the Defendants, have obtained valuable property, money and services from
7 Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons
8 similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

9 82. Plaintiffs Members suffered monetary injury as a direct result of Defendants'
10 wrongful conduct.

11 83. Plaintiffs are entitled to, and do, seek such relief as may be necessary to disgorge
12 money and/or property which the Defendants have wrongfully acquired, or of which Plaintiffs
13 have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business
14 practices. Plaintiffs are not obligated to establish individual knowledge of the wrongful practices
15 of Defendants in order to recover restitution.

16 84. Plaintiffs are further entitled to and do seek a declaration that the above described
17 business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the
18 Defendants, and each of them, from engaging in any of the above-described unfair, unlawful
19 and/or fraudulent business practices in the future.

20 85. Plaintiffs have no plain, speedy, and/or adequate remedy at law to redress the
21 injuries which were suffered as a consequence of the Defendants' unfair, unlawful and/or
22 fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business
23 practices described above, Plaintiffs have suffered and will continue to suffer irreparable harm
24 unless the Defendants, and each of them, are restrained from continuing to engage in said unfair,
25 unlawful and/or fraudulent business practices.

26 86. Plaintiffs also alleges that if Defendants are not enjoined from the conduct set
27 forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other
28 withholdings.

1 87. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs
2 are entitled to restitution of the wages withheld and retained by Defendants during a period that
3 commences four years prior to the filing of this complaint; a permanent injunction requiring
4 Defendants to pay all outstanding wages due to Plaintiffs; an award of attorneys' fees pursuant to
5 California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

6 **NINTH CAUSE OF ACTION**

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

9 88. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
10 1 through 22 in this Complaint.

11 89. At all times herein mentioned, Defendants were subject to the Labor Code of the
12 State of California and the applicable Industrial Welfare Commission Orders.

13 90. California Labor Code § 2699(a) specifically provides for a private right of action
14 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of
15 law, any provision of this code that provides for a civil penalty to be assessed and collected by
16 the Labor and Workforce Development Agency or any of its departments, divisions,
17 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
18 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
19 herself and other current or former employees pursuant to the procedures specified in Section
20 2699.3."

21 91. Plaintiff Mendibles has exhausted her administrative remedies pursuant to
22 California Labor Code § 2699.3. On June 15, 2025, she gave written notice by online filing to
23 the Labor and Workforce Development Agency and on June 16, 2025, by certified mail to
24 Defendants of the specific provisions of the Labor Code that Defendants have violated against
25 Plaintiff and certain current and former aggrieved employees, including the facts and theories to
26 support the violations. Plaintiff Mendibles also paid the filing fee. Plaintiff Mendibles' PAGA
27 case number is LWDA-CM-1105386-25.
28

1 92. More than 65 days has elapsed since Plaintiff Mendibles provided notice, but the
2 Labor and Workforce Development Agency has not indicated that it intends to investigate
3 Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff may
4 commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for
5 the violations of the Labor Code described in this Complaint. These penalties include, but are
6 not limited to, penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

7 93. Plaintiff Pahua has exhausted his administrative remedies pursuant to California
8 Labor Code § 2699.3. On August 24, 2025, he gave written notice by online filing to the Labor
9 and Workforce Development Agency and on August 22, 2025, by certified mail to Defendants of
10 the specific provisions of the Labor Code that Defendants have violated against Plaintiff and
11 certain current and former aggrieved employees, including the facts and theories to support the
12 violations. Plaintiff Pahua also paid the filing fee. Plaintiff Pahua's PAGA case number is
13 LWDA-CM-1120778-25.

14 94. More than 65 days has elapsed since Plaintiff Pahua provided notice, but the Labor
15 and Workforce Development Agency has not indicated that it intends to investigate Defendants'
16 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
17 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
18 the Labor Code described in this Complaint. These penalties include, but are not limited to,
19 penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

20 95. In addition, Plaintiffs seeks penalties for Defendants' violation of California Labor
21 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
22 employing labor who willfully fails to maintain accurate and complete records required by
23 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
24 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
25 begins and ends each work period. Meal periods, and total hours worked daily shall also be
26 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
27 keep total hours worked in the payroll period and applicable rates of pay.
28

96. During the time period of employment for Plaintiffs and the Aggrieved Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to maintain accurate records showing meal periods. Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods. Therefore, Plaintiffs and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. Because of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

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

98. In addition, Plaintiffs seek an award of reasonable attorney’s fees and costs pursuant to California Labor Code § 2699(g)(1), which states, “Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs.”

PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the representative claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

//

1 As to the First Cause of Action

2 99. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
4 minimum wages due;

5 100. For general unpaid wages as may be appropriate;

6 101. For pre-judgment interest on any unpaid compensation commencing from the date
7 such amounts were due;

8 102. For liquidated damages;

9 103. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
10 California Labor Code § 1194(a); and,

11 104. For such other and further relief as the Court may deem equitable and appropriate.

12 As to the Second Cause of Action

13 105. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
15 overtime wages due;

16 106. For general unpaid wages at overtime wage rates as may be appropriate;

17 107. For pre-judgment interest on any unpaid overtime compensation commencing
18 from the date such amounts were due;

19 108. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
20 California Labor Code § 1194(a); and,

21 109. For such other and further relief as the Court may deem equitable and appropriate.

22 As to the Third Cause of Action

23 110. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

25 111. For unpaid meal period premium wages as may be appropriate;

26 112. For pre-judgment interest on any unpaid compensation commencing from the date
27 such amounts were due;

1 113. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
2 and for costs of suit incurred herein; and

3 114. For such other and further relief as the Court may deem equitable and appropriate.

4 As to the Fourth Cause of Action

5 115. That the Court declare, adjudge and decree that Defendants violated California
6 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

7 116. For unpaid rest period premium wages as may be appropriate;

8 117. For pre-judgment interest on any unpaid compensation commencing from the date
9 such amounts were due;

10 118. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
11 and for costs of suit incurred herein; and

12 119. For such other and further relief as the Court may deem equitable and appropriate.

13 As to the Fifth Cause of Action

14 120. That the Court declare, adjudge and decree that Defendants violated Labor Code §
15 2802 and the IWC Wage Orders;

16 121. For general unpaid wages and reimbursement of business expenses as may be
17 appropriate;

18 122. For pre-judgment interest on any unpaid compensation commencing from the date
19 such amounts were due;

20 123. For reasonable attorneys' fees and for costs of suit incurred herein; and

21 124. For such other and further relief as the Court may deem equitable and appropriate.

22 As to the Sixth Cause of Action

23 125. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
25 termination of the employment;

26 126. For statutory wage penalties pursuant to California Labor Code § 203 for former
27 employees who have left Defendants' employ;
28

1 127. For pre-judgment interest on any unpaid wages from the date such amounts were
2 due;

3 128. For reasonable attorneys' fees and for costs of suit incurred herein; and

4 129. For such other and further relief as the Court may deem equitable and appropriate.

5 As to the Seventh Cause of Action

6 130. That the Court declare, adjudge and decree that Defendants violated the record
7 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
8 willfully failed to provide accurate itemized wage statements thereto;

9 131. For penalties and actual damages pursuant to California Labor Code § 226(e);

10 132. For injunctive relief to ensure compliance with this section, pursuant to California
11 Labor Code § 226(h);

12 133. For reasonable attorneys' fees and for costs of suit incurred herein; and

13 134. For such other and further relief as the Court may deem equitable and appropriate.

14 As to the Eighth Cause of Action

15 135. That the Court declare, adjudge and decree that Defendants violated California
16 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
17 (including minimum and overtime wages), failing to provide meal periods, failing to maintain
18 accurate records of meal periods, failing to authorize and permit rest periods, and failing to
19 maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage
20 statements, and failing to indemnify necessary business expenses;

21 136. For restitution of unpaid wages to Plaintiffs and prejudgment interest from the day
22 such amounts were due and payable;

23 137. For the appointment of a receiver to receive, manage and distribute any and all
24 funds disgorged from Defendants and determined to have been wrongfully acquired by
25 Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

26 138. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
27 California Code of Civil Procedure § 1021.5;
28

1 139. For injunctive relief to ensure compliance with this section, pursuant to California
2 Business & Professions Code §§ 17200, *et seq.*; and,

3 140. For such other and further relief as the Court may deem equitable and appropriate.

4 As to the Ninth Cause of Action

5 141. That the Court declare, adjudge and decree that Defendants violated the California
6 Labor Code by failing to pay all wages owed, including overtime, failure to provide meal
7 periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest
8 periods, failing to pay final wages at termination, and failing to furnish accurate wage statements;

9 142. For all actual, consequential and incidental losses and damages, according to
10 proof;

11 143. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all
12 other applicable Labor Code provisions;

13 144. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
14 California Labor Code § 2699; and,

15 145. For such other and further relief as the Court may deem equitable and appropriate.

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As to all Causes of Action

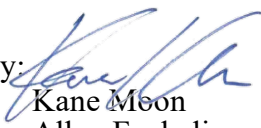
146. For any additional relief that the Court deems just and proper.

Dated: September 09, 2025

Respectfully submitted,

MOON LAW GROUP, PC

By:


Kane Moon
Allen Feghali
Enzo Nabiev
Jason Kwak
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: September 09, 2025

MOON LAW GROUP, PC

By:


Kane Moon
Allen Feghali
Enzo Nabiev
Jason Kwak
Attorneys for Plaintiffs

1
2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA)
4) ss
5 COUNTY OF LOS ANGELES)

6 I am employed in the county of Los Angeles, State of California. I am over the age of 18
7 and not a party to the within action; my business address is 725 S. Figueroa St., 31st Floor, Los
8 Angeles, California 90017. On **September 9, 2025**, I served the foregoing document described
9 as:

10 **FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT**

11 X by placing ____ the original X a true copy thereof enclosed in sealed envelope(s) addressed
12 as follows:

13 **ATKINSON, ANDELSON, LOYA, RUUD & ROMO**

14 A Professional Law Corporation
15 Joshua D. Carlon State Bar No. 263838
16 Joshua.Carlon@aalrr.com
17 April L. Szabo State Bar No. 261576
18 April.Szabo@aalrr.com
19 251 South Lake Avenue, Suite 360
20 Pasadena, California 91101-3018
21 Telephone: (626) 583-8600
22 Fax: (626) 583-8610

23 **Attorneys for Defendant TARZANA TREATMENT CENTERS, INC.**

24 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
25 envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s
26 practice of collection and processing correspondence for mailing. Under that practice it would
27 be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los
28 Angeles, California in the ordinary course of business. I am aware that on motion of the party
served, service is presumed invalid if postal cancellation date or postage meter date is more than
one day after date of deposit for mailing in affidavit.

X (State) I declare under penalty of perjury under the laws of the State of California
that the above is true and correct.

Executed on **September 9, 2025**, at Los Angeles, California

Jessica Partida

Name

/S/ Jessica Partida

Signature