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David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

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

10 **Elva M. Ramirez**, individually and on behalf of
all similarly situated individuals,

11 Plaintiff,

13 vs.

14 **Corona Residential Care Center, LLC**, a
California Limited Liability Company; **Aharon**
15 **Striks**, an individual; and **Does 1-10**, inclusive;

16 Defendants.

CASE NO. **25STCV26237**

REPRESENTATIVE COMPLAINT FOR:

1) **PAGA Penalties (Labor Code §§ 2698, et
seq.)**

Plaintiff Elva M. Ramirez, by and through her counsel of record allege as follows:

THE PARTIES

1. Plaintiff **Elva M. Ramirez** (“Plaintiff”) is a resident of the County of Riverside in the State of California. Ms. Ramirez was employed by Defendants as an hourly, non-exempt employee of Defendants from in or around October 2017 to on or around March 31, 2025.

2. Defendant **Corona Residential Care Center, LLC**. (“CRCC”) is a California limited liability company with its principal place of business at 12156 Sherman Way North Hollywood, California 91605. Upon information and belief, the CRCC employs at least 50 employees.

3. Defendant **Aharon Striks** (“Mr. Striks”) is an individual who, on information and belief, resides in the County of Los Angeles. Upon information and belief, Mr. Striks is the Managing Member of CRCC. Per Labor Code § 558.1, since Mr. Striks is a managing agent, director, and/or officer of CRCC and, upon information and belief, as he caused or directed the acts described herein, he is personally liable for the penalties sought under PAGA for predicate violations of the Labor Code asserted herein.

4. The true names and capacities of the defendants named herein as Does 1 through 10, inclusive (together with CRCC and Mr. Striks, “Defendants”), are unknown to Plaintiff at this time. Accordingly, Plaintiff brings this suit against them by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff believes that each of the Doe Defendants is a California resident and/or does substantial business in the State of California. At all relevant times, Does 1 through 10 were acting within the course and scope of their employment and agency with Defendants. Plaintiff is informed and believes that each Doe Defendant is responsible for the injuries and damages alleged herein. Plaintiff will amend this complaint to reflect Does 1 through 10’s true names and capacities when they have been determined.

5. Except as otherwise noted herein, Defendants participated in the acts alleged herein and/or were the agents, servants, employees, or representatives of the other Defendants. At all times relevant to this complaint, Defendants were acting within the course, scope, and authority of their agency and employment such that the acts of one defendant are legally attributable to the other Defendants. Defendants, in all respects, acted as employers and/or joint employers of Plaintiff and

1 Aggrieved Employees in that each of them exercised control over the wages, hours, and/or working
2 conditions of Defendants' hourly non-exempt employees.

3 **JURISDICTION AND VENUE**

4 6. The court has jurisdiction over all causes of action in this complaint pursuant to Article
5 VI, section 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on
6 California statutes and law, including the Labor Code, IWC Wage Orders, Code of Civil Procedure,
7 and the Business & Professions Code.

8 7. Venue as to Defendants is proper in this Superior Court pursuant to California Code
9 of Civil Procedure section 395. The unlawful acts alleged have directly affected Plaintiff and similarly
10 situated employees within and throughout Los Angeles County.

11 **GENERAL ALLEGATIONS**

12 8. As a matter of uniform and systemic policy, Defendants failed to authorize and/or
13 permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code § 226.7.
14 Upon information and belief, Aggrieved Employees, including Plaintiff, were required to skip or
15 interrupt their meal and/or rest periods to assist patients, otherwise interrupt or cut short their meal
16 and/or rest periods, or remain on duty and under Defendants' control during their meal and/or rest
17 periods to perform other tasks at Defendants' directions due to Defendants' policies and practices,
18 including their scheduling and staffing practices and policies. This included, without limitation,
19 Defendants requiring Aggrieved Employees, including Plaintiff, to continue caring for patients during
20 their lunch period due to the press of their job duties.

21 9. Accordingly, Defendants failed to authorize and permit compliant meal periods as
22 required by law.

23 10. In the same manner, and as a matter of uniform and systemic policy, Defendant requires
24 non-exempt employees to continue working during their rest periods by caring for patients, answering
25 phone calls, otherwise interrupting or cut short their rest periods, or remain on duty and under
26 Defendants' control during their rest periods to perform other tasks at Defendants' directions due to
27 Defendants' policies and practices, including their scheduling and staffing practices and policies.

28 11. Accordingly, Defendants failed to authorize and permit compliant rest periods as

1 required by law.

2 12. In failing to authorize and/or permit meal and rest periods, Defendants have also
3 implemented a uniform policy of denying all required compensation in lieu of meal and rest periods to
4 its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly
5 denied compliant meal and rest periods.

6 13. Defendants further failed to compensate employees for all time worked time when
7 employees were forced to interrupt and/or work through their meal periods but were clocked out
8 under Defendants' time-keeping system (and therefore treated as not working). This resulted in
9 employees being denied both straight time and overtime pay, where applicable, for the time during
10 which they were on call or under Defendants' control despite being off the clock for timekeeping
11 purposes.

12 14. As a matter of uniform and systemic policy, Defendants required non-exempt
13 employees to utilize their personal cell phones for work-related purposes, including answering texts
14 and calls from their supervisors while at work or on a break, for purposes of scheduling and
15 rescheduling future work, being assigned tasks, and general administrative matters. Defendants further
16 failed to compensate their non-exempt employees for reasonable costs associated with utilizing their
17 personal cell phones for work-related purposes.

18 15. As a matter of uniform and systemic policy, Defendants failed to provide its non-
19 exempt employees with accurate itemized wage statements in accordance with California's Labor Code.
20 Upon information and believe, Defendants failed to furnish Plaintiff, or Aggrieved Employees, either
21 semimonthly or at the time of each payment of wages, either as a detachable part of the check or
22 separately, an accurate, itemized statement in writing showing pick pay, gross wages earned, all
23 deductions, and the net wages earned by Plaintiff for the inclusive dates for which the Plaintiff worked,
24 including the unpaid premium payments owed to Plaintiffs and the Aggrieved Employees for their
25 missed meal and rest breaks.

FIRST CAUSE OF ACTION

California Labor Code §2699, et seq.

Private Attorneys General Act (“PAGA”) Penalties

(Plaintiff and Aggrieved Employees Against Defendants)

16. Standing. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees to recover penalties for an employer’s violations of the Labor Code and IWC Wage Orders.

17. Plaintiff is an “aggrieved employee” with standing to bring an action under PAGA, as she was employed by Defendants during the applicable statutory period and suffered the Labor Code violations alleged herein.

18. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees, brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking civil penalties for Defendants’ violation of Labor Code §§ 201, 202, 203, 204, 206.5, 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198,¹ 1199, 1401 and 2802 as described herein, plus attorneys’ fees and costs.

19. Entitlement to Penalties. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees, against whom a violation of the same provision(s) was committed, as well as the general public, to recover penalties for an employer’s violations of the Labor Code and IWC Wage Orders within one year of filing a notice to the Labor and Workforce Development Agency.

20. These penalties shall be allocated sixty-five percent to the Labor and Workforce

Defendants also denied Aggrieved Employees the right to suitable seating. Wage Order No. 5 provides that “[a]ll working employees *shall* be provided with suitable seats when the nature of the work reasonably permits the use of seats.” *Id.* § 11050(14)(A) (emphasis added). “When the employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats *shall* be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.” *Id.* § 11050(14)(B).

Development Agency and thirty-five percent to the aggrieved employees.

21. These penalties may be “stacked” separately for each of Defendants’ violations of the Labor Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g., Hernandez v. Tonne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also O’Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016); Labor Code § 2698(i).

22. *Failure to Pay Minimum Wage for All Hours Worked.* California law requires employers to compensate employees for all time that an employee is “suffered or permitted to work,” which includes all time “when any employer ‘directs, commands or restrains’ an employee.” *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000).

23. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all hours worked because Defendants required its non-exempt employees to work through their legally mandated meal and/or rest period or remain on duty and under Defendants’ control during their meal and/or rest periods to perform other tasks at Defendants’ directions due to Defendants’ policies and practices, including their scheduling and staffing practices and policies. Accordingly, Defendants failed to pay Plaintiff and Aggrieved Employees for all hours worked where they were under the control of Defendants.

24. *Failure to Pay Required Overtime.* California Labor Code §§ 510 and 1198 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

25. Plaintiff and Aggrieved Employees who work more than eight hours in a day or more than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp.*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

26. Plaintiff and other Aggrieved Employees were not paid overtime premiums for all of

the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a week.

27. *Failure to Provide Compliant Meal Periods.* Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC. “An off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-minute meal period . . . an employer’s obligation is to provide an off-duty meal period: an uninterrupted 30–minute period during which the employee is relieved of all duty.” *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

28. Defendants’ policies and practices served to deprive the Aggrieved Employees of legally compliant 30-minute breaks free of employer control and/or relieved of all duties.

29. Upon information and belief, employees were required to skip breaks, interrupt their breaks, cut them short, take them after the fifth hour of work, work through them due to Defendants’ policies and practices.

30. *Failure to Provide Compliant Rest Periods.* Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC.

31. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods: “A rest period, in short, must be a period of rest.”² *Augustus v. ABM Sec. Sems., Inc.*, 2 Cal.5th 257, 273 (2016).

32. On information and belief, Defendants failed to authorize or permit all required compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip rest periods, interrupt rest periods, work through rest periods, or remain under Defendant’s control during breaks due to Defendants’ policies and practices.

² Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, “Rest Periods/Lactation Accommodations,” *available at* https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm (“Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.”)

1 33. *Failure to Provide and Maintain Compliant Wage Statements.* Labor Code § 226 requires
2 employers to furnish employees with an accurate, itemized statement in writing showing, among other
3 things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt
4 employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the
5 employee is paid; (6) the name of the employee and the last four digits of his or her social security
6 number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly
7 rates in effect during the pay period and the corresponding number of hours worked at each hourly
8 rate by the employee.

9 34. At all times relevant to this complaint, Defendants' failure to pay premium wages for
10 missed meal and/or rest periods further ensured that Plaintiff and Aggrieved Employees' wage
11 statements inaccurately reflected gross and net wages earned. Defendants' failure to compensate all
12 hours worked, earned premium pay, and/or all required overtime hours and rates further left the wage
13 statements they provided to employees to be inaccurate.

14 35. Defendants have also failed to keep accurate payroll records for Plaintiff and Aggrieved
15 Employees in accordance with Labor Code § 1174. Defendants' failure to keep and maintain accurate
16 payroll records reflecting hours worked and wages earned has impeded Plaintiff and Aggrieved
17 Employees' ability to calculate unpaid wages earned.

18 36. Defendants knowingly and intentionally failed to comply with Labor Code § 226,
19 causing injury and damages to Plaintiffs and Aggrieved Employees.

20 37. Procedural Requirements Met. On June 4, 2025, Plaintiff electronically filed a notice of
21 claims with the LWDA and sent a copy to Defendants by certified mail. Plaintiff did not receive notice
22 from the LWDA that it would be investigating the complaint nor did Plaintiff receive notice from the
23 LWDA that it was declining to investigate with the 65-day period under Labor Code § 2699.3. On
24 August 9, 2025, the sixty-five-day notice period expired as to all defendants. Since the LWDA took no
25 steps within the prescribed time to intervene, Plaintiff has exhausted all required administrative
26 remedies required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true and correct copy
27 of Plaintiff's PAGA Notice is attached herein as **Exhibit A**.

28 38. Plaintiff—as a representative of the People of the State of California—is entitled to

1 seek any and all penalties otherwise capable of being collected by the Labor Commission or
2 Department of Labor Standards Enforcement (“DLSE”) on behalf of the State of California through
3 this Action.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff respectfully prays for judgment as follows:

- 6 A. For civil penalties under PAGA to be determined by trial;
7 B. For pre- and post-judgment interest as allowed;
8 C. For preliminary and permanent injunctive relief;
9 D. For reasonable attorney’s fees and costs and expert fees and costs; and
10 E. For such other relief as this Court deems just and proper.

11
12
13 Dated: September 8, 2025

BARAHMAND LAW GROUP

14
15 By: /s/ Navid Barahmand
16 Navid Barahmand
17 Attorneys for Plaintiff
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EXHIBIT A

BARAHMAND LAW GROUP

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Calabasas, CA 91302

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June 4, 2025

Original filed online via the LWDA's PAGA Claim Notice Portal:

LABOR & WORKFORCE DEVELOPMENT AGENCY

1515 Clay Street, Ste. 801

Oakland, CA 94612

Sent via U.S. Certified Mail to:

Human Resources Administrator

CORONA RESIDENTIAL CARE CENTER, LLC

12156 Sherman Way,

North Hollywood, CA 91605

Tracking: 9589 0710 5270 1140 8689 60

Aharon Striks— Agent for Service of Process

CORONA RESIDENTIAL CARE CENTER, LLC

12156 Sherman Way,

North Hollywood, CA 91605

Tracking: 9589 0710 5270 1140 8689 77

Re: Private Attorneys General Act ("PAGA") Notice Letter of Elva Ramirez on Behalf of Herself and Aggrieved Employees Under California Labor Code Section 2699.3

Dear Sir/Madam:

We represent Elva Ramirez against Defendant Corona Residential Care Center, LLC ("Corona Residential") and its Managing Member, Aharon Striks ("Mr. Striks" and collectively with Corona Residential as "Defendants") in a lawsuit soon to be filed against Defendant in Los Angeles County Superior Court (the "Action"). A copy of the proposed PAGA Representative Complaint to be filed in the Action is enclosed as **Exhibit A**.

Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendant's employees employed from one year prior to filing of this Notice through trial (the "Aggrieved Employees") for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq.*

As set forth in greater detail in the Complaint, Defendant violated their obligations under the California Labor Code by (1) failing to pay minimum wage for all hours worked; (2) failing to pay required overtime pursuant to Lab. Code §§ 510, 1198 (3-4) failing to provide rest and meal breaks pursuant to Lab. Code § 226.7(b); (5) failing to reimburse employees for business expenditures pursuant to Lab. Code § 2802; (6) failing to provide and maintain records under Lab. Code §§ 226, 432, and 1198.5 due to Defendant's practices and policies; and (7) failure to provide suitable seating.

Corona Residential Care Center, LLC.
June 4, 2025

Please feel free to contact us with any questions.

Very truly yours,

BARAHMAND LAW GROUP

A handwritten signature in black ink, appearing to read 'Navid Barahmand', written in a cursive style.

NAVID BARAHMAND, ESQ.
Navid@barahmandlaw.com

Enclosures: Exhibit A – Draft PAGA Complaint