

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
KOUL LAW FIRM, APC
217 S. Kenwood St.
Glendale, CA 91205
Telephone: (213) 325-3032
Facsimile: (818) 561-3938

Attorneys for Plaintiff,
MAGDA LIMA,
and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MAGDA LIMA, an individual, on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General,

Plaintiff,

vs.

FOUR SEASONS HEALTHCARE &
WELLNESS CENTER, LP, a California
limited partnership, and DOES 1-50, inclusive,

Defendant.

Case No.: 25STCV24585

COMPLAINT

**Representative Action - Violation of the
Private Attorneys General Act of 2004, Cal.
Labor Code §2698 *et seq.***

Plaintiff MAGDA LIMA brings this PAGA representative action complaint on behalf of
herself, all aggrieved employees, and the State of California as a Private Attorneys General, and
alleges as follows:

NATURE OF THE ACTION

1. Plaintiff MAGDA LIMA worked as an employee for Defendant FOUR SEASONS
HEALTHCARE & WELLNESS CENTER, LP, and Does 1-50 (collectively “Defendant”).
Defendant operates an assisted living facility. Plaintiff MAGDA LIMA worked for Defendant for

1 almost twenty (20) years at Defendant's assisted living facility located at 5335 Laurel Canyon
2 Blvd., North Hollywood. Plaintiff worked as a Certified Nursing Assistant responsible for taking
3 care of elderly patients and assisting nurses. Plaintiff ended her employment in July 2024, within
4 the statutory period, earning \$23/hour. Plaintiff brings this action pursuant to the Private Attorneys
5 General Act of 2004 ("PAGA"), Cal. Labor Code §2698 *et seq.*, on a representative basis. All
6 current and former hourly nonexempt employees of Defendant in California within one year of
7 serving notice on the LWDA to the present are aggrieved employees.

8 2. Defendant failed to comply with California Labor Code requirements due to erroneous,
9 willful and intentional employment practices and policies. Plaintiff brings this representative
10 action on behalf of herself, all other similarly situated aggrieved employees, and the State of
11 California, based upon the claims articulated below. Plaintiff provided notice of her claims
12 pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency ("LWDA") as
13 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
14 LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
15 period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
16 penalties under the Private Attorneys General Act ("PAGA"), Labor Code §2698 *et seq.*

17 3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
18 worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3)
19 failing to pay minimum wage; (4) failing to provide rest periods; (5) failing to provide
20 uninterrupted meal breaks; (6) failing to pay wages due upon termination; (7) failing to provide
21 accurate itemized wage statements. Defendant is therefore liable for civil penalties under the Cal.
22 Labor Code, including the Private Attorney General Act ("PAGA"), Labor Code §2698 *et seq.*, as
23 described more fully herein.

24 THE PARTIES

25 4. Plaintiff MAGDA LIMA is a resident of the State of California and worked for
26 Defendant for almost twenty (20) years at Defendant's assisted living facility located at 5335
27 Laurel Canyon Blvd., North Hollywood. Plaintiff worked as a Certified Nursing Assistant
28

1 responsible for taking care of elderly patients and assisting other nurses. Plaintiff ended her
2 employment in July 2024, within the statutory period, earning \$23/hour.

3 5. Defendant FOUR SEASONS HEALTHCARE & WELLNESS CENTER, LP, is a
4 California limited partnership authorized to do business and doing business in California with the
5 capacity to sue and to be sued, and doing business, in the county of Los Angeles State of California.

6 6. Plaintiff is unaware of the true names, capacities, relationships, and extent of
7 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is
8 informed and believes and thereon alleges that said Defendant is legally responsible for the
9 wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff
10 will amend this complaint when their true names and capabilities are ascertained.

11 7. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
12 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
13 of the representative class, and exercised control over their wages, hours, and working conditions.
14 Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects
15 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
16 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
17 to the other Defendants.

18 **JURISDICTION AND VENUE**

19 8. Venue is proper in this judicial district because Defendant conducts business in this
20 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
21 in this case that arose in this county.

22 9. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
23 the Superior Court and will be established according to proof at trial. Based on information,
24 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
25 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
26 (\$25,000).

27 10. The California Superior Court has jurisdiction in this matter because Plaintiff is a
28 resident of California and Defendant is qualified to do business in California and regularly conduct

1 business in California. Further, there is no federal question at issue as the claims herein are based
2 solely on California law.

3 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

4 11. During the relevant time-period, Defendant committed various violations of the
5 California Labor Code as alleged below in more detail. Defendant enforces multiple policies that
6 violate state law, which are intended to increase profits to the detriment of aggrieved employees.

7 12. This representative action represents over one hundred current and former aggrieved
8 employees.

9 13. For at least one (1) year prior to the date of service notice on the LWDA, and continuing
10 to the present, Defendant engaged in unlawful employment practices that resulted in violations of
11 numerous Labor Code sections, as set forth more fully below.

12 14. Plaintiff and all current and former employees within one year of filing this action to
13 the present are aggrieved employees within the meaning of Labor Code 2699, *et seq.* (See Labor
14 code §2699(c).)

15 15. Defendant, and each of them, have committed the following violations of the California
16 Labor Code:

17 **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

18 (Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194,
19 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 5)

20 16. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
21 incorporate said paragraphs herein by reference.

22 17. The Wage Orders define “hours worked” as “the time during which an employee is
23 subject to the control of an including all the time the employee is suffered or permitted to work,
24 whether or not required to do so.” Defendant has been engaged in many unlawful employment
25 practices which resulted in underpayment for hours worked each pay period.

26 18. Plaintiff and other aggrieved employees were not permitted to leave the premises
27 during meal periods therefore remaining under Defendant’s control throughout the duration of
28 their unpaid meal periods. Meal periods were often late, short, and interrupted. Defendant short-

1 staffed its facilities so that employees were unable to take complaint meal periods due to the press
2 or work. Further, employees were required to respond to Defendant, patient, and family/visitor
3 requests at all time regardless of whether they were on the clock, resulting in pre and post-shift off
4 the clock work.

5 19. Defendant's conduct described herein violates Labor Code §§ 200, 223, 226, 500, 1197
6 and 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5,
7 226, 558, 1194 and 1194.2, Plaintiff and other Aggrieved Employees are entitled to recover
8 damages for the nonpayment of wages, including overtime wages payable at the employees'
9 regular rate of pay, for all their worked hours in addition to penalties, attorneys' fees, expenses,
10 and costs of suit. As a result of these ongoing violations, Defendant is liable for, among other
11 things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

12 **Failure to Pay All Wages Owed Twice Per Month**

13 (Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

14 20. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
15 incorporate said paragraphs herein by reference.

16 21. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
17 twice during each calendar month pursuant to Labor Code §204(a). Defendant failed to pay all
18 wages earned to employees as a result of the unlawful employment policies and practices discussed
19 herein. As a result of these practices, aggrieved employees were underpaid for hours worked,
20 including overtime and meal and rest premium wages, and this underpayment resulted in a failure
21 to pay all wages owed twice per month. Due to this failure, Defendant is liable under Labor Code
22 §210 for failure to pay wages as required by law.

23 **Failure to Pay Minimum Wage**

24 (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

25 22. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
26 incorporate said paragraphs herein by reference.

27 23. Pursuant to Labor Code §§ 1194, 1194.2 and 1197, it is unlawful for an employer to
28 suffer or permit a California employee to work without paying wages at the proper minimum wage

1 for all time worked as required by the Applicable Wage Orders. Pursuant to the Applicable Wage
2 Orders “hours worked” include “the time during which an employee is subject to the control of an
3 employer, and includes all the time the employee is suffered or permitted to work, whether or not
4 required to do so.”

5 24. During the applicable recovery period, Plaintiff and aggrieved employees were
6 suffered, permitted, and required to perform work by Defendant for which they received no pay.
7 The aforementioned acts by Defendant were undertaken with the intention of depriving aggrieved
8 employees of their earned wages. As a result of these ongoing violations, Defendant is liable for,
9 among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 et seq.

10 **Failure to Provide Rest Breaks**

11 (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

12 25. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
13 incorporate said paragraphs herein by reference.

14 26. Defendant has failed to maintain a compliant rest period policy and practice that
15 provides its employees with off-duty rest periods as required by California law.

16 27. Plaintiff and her coworkers were unable to consistently take their rest periods due to
17 the heavy workload and insufficient coverage. For example, Plaintiff was completely unable to
18 take a required break at least three (3) times per week. Plaintiff and her coworkers worked long
19 shifts and never received their third rest break when legally entitled. Moreover, employees were
20 required to return to their work stations within 10 minutes, although the break room was at least a
21 few minutes away resulting in consistently short rest periods, well under the “net” 10-minutes
22 required. Rest periods were also late and interrupted due to understaffing.

23 28. The rest period requirement obligates employers to permit and authorize employees to
24 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
25 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
26 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee’s
27 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
28 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC

1 Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance
2 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
3 pay at the employee’s regular rate of compensation for each work day that the rest period is not
4 provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable
5 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein
6 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
7 rest area and cannot include time it takes to get to and from the rest area). The employer must show
8 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
9 what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest
10 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*
11 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to
12 clearly communicate the authorization and permission [to take rest periods] to their employees.”).

13 29. Defendant did not authorize or permit all of its hourly employees to take at least a ten
14 minute timely rest period in which they were relieved of all duties, for every 4 hours of work, or
15 major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When
16 breaks were missed Defendant failed to pay the 1-hour premium pay at the employee’s *regular*
17 *rate of pay*, as required. Because Defendant violated the Wage Order, Defendant is liable to
18 Plaintiff and aggrieved employees under Labor Code §1198. As a result of these violations,
19 Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

20 **Failure to Provide Uninterrupted Meal Breaks**

21 (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*)

22 30. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
23 incorporate said paragraphs herein by reference.

24 31. During Plaintiff’s employment, Defendant failed to maintain a compliant meal period
25 policy and practice. Defendant failed to provide all of its hourly employees with their right to take
26 a timely off-duty unpaid 30-minute meal period. Labor Code §512 provides, “[a]n employer may
27 not employ an employee for a work period of more than five hours per day without providing the
28 employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o

1 employer shall require an employee to work during any meal... period mandated by an applicable
2 order of the Industrial Welfare Commission.” Paragraph 11(A) of the Wage Orders provides, in
3 pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the
4 meal period shall be considered an ‘on duty’ meal period and counted as time worked.” Labor
5 Code 1198 states that any violation of a wage order is a violation of the Labor Code.

6 32. Plaintiff and aggrieved employees often experienced late, short, and/or interrupted
7 meal periods. Even when employees received meal periods, they were non-compliant because
8 employees were not permitted to leave the facility and therefore remained under Defendant’s
9 control.

10 33. Employees were not paid a premium payment, paid at their regular rate of pay when
11 meal periods were not given to them in compliance with California law. Accordingly, Defendant
12 is liable to Plaintiff and aggrieved employees for civil penalties pursuant to Cal. Labor Code §2698
13 *et. seq.*

14 **Failure to Pay Wages Due Upon Termination**

15 (Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*)

16 34. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
17 incorporate said paragraphs herein by reference.

18 35. An employee who is discharged must be paid all of his or her wages, including accrued
19 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
20 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
21 Plaintiff at the time employment terminated.

22 36. Defendant willfully failed to pay employees who are no longer employed by it all
23 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
24 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
25 waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties pursuant to
26 Cal. Lab. Code § 2698 *et. seq.*

1 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**
2 **Requirements**

3 (Cal. Labor Code §§ 226, 1174, 1174.5, 2698 *et seq*)

4 37. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
5 incorporate said paragraphs herein by reference.

6 38. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
7 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
8 and keep accurate records as required by §1174(d).

9 39. The statements provided to Plaintiff and aggrieved employees, and the records
10 maintained by Defendant, have not accurately reflected actual gross wages earned, including pay
11 for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay,
12 vacation wages, and pay for meal and rest period premium wages.

13 40. §226 (a) requires:

14 A. An employer, semimonthly or at the time of each payment of wages,
15 shall furnish to his or her employee, either as a detachable part of the check,
16 draft, or voucher paying the employee's wages, or separately if wages are paid
17 by personal check or cash, an accurate itemized statement in writing showing
18 (1) gross wages earned, (2) total hours worked by the employee, except as
19 provided in subdivision (j), (3) the number of piece-rate units earned and any
20 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
21 deductions, provided that all deductions made on written orders of the employee
22 may be aggregated and shown as one item, (5) net wages earned, (6) the
23 inclusive dates of the period for which the employee is paid, (7) the name of the
24 employee and only the last four digits of his or her social security number or an
25 employee identification number other than a social security number, (8) the
26 name and address of the legal entity that is the employer and, if the employer is
27 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
28 and address of the legal entity that secured the services of 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...

41. Such failures called injury to Plaintiff and others, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

FIRST CAUSE OF ACTION

Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)

(California Labor Code §2698 *et seq.*)

42. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

43. Plaintiff is an “aggrieved employees” under PAGA, as she was employed by Defendant during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

44. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

45. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor Code provisions:

- a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 5);
- b. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and 2698 *et seq.*);

- c. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 et seq.);
- d. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders);
- e. Failure to Permit Uninterrupted Meal Periods (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 et seq.);
- f. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201, 202, 203, 256 and 2698 et seq.);
- g. Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226, 1174, 1174.5, 2698 et seq.);

46. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §226(a).

47. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid.

48. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

49. Plaintiff and the other current and former employees of Defendant are aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged herein were committed against them. Plaintiff brings this action on behalf of herself and all other current and former aggrieved employees.

50. At the time of each violation, Defendant employed one or more employees.

