

MAKAREM & ASSOCIATES APLC
Ronald W. Makarem, Esq. (SB#180442)
Samuel Almon, Esq. (SB# 243569)
11601 Wilshire Boulevard, Suite 2440
Los Angeles, California 90025-1760
Phone: (310) 312-0299; Fax: (310) 312-0296

Electronically FILED by
Superior Court of California,
County of Los Angeles
12/05/2025 6:41 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Cwikla, Deputy Clerk

Attorneys for Plaintiff ISAI CASTELLANOS on behalf of the general public as private attorney general

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ISAI CASTELLANOS, on behalf of the general
public as private attorney general

Plaintiff,

vs.

CARBON HEALTH, a Florida Corporation;
CARBON HEALTH MEDICAL GROUP OF
FLORIDA PA, a Florida Corporation; CARBON
HEALTH MEDICAL GROUP OF CALIFORNIA,
P.C., a California corporation; and DOES 1-20,
inclusive,

Defendants.

CASE NO. **25STCV35687**

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE §§2698 *et seq*)**

COMES NOW Plaintiff ISAI CASTELLANOS, (“Plaintiff”), on behalf of the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, and asserts claims against Defendants CARBON HEALTH, a Florida Corporation; CARBON HEALTH MEDICAL GROUP OF FLORIDA PA, a Florida Corporation; CARBON HEALTH MEDICAL GROUP OF CALIFORNIA, P.C., a California corporation; and DOES 1-20, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to accurately pay overtime wages, (b) failure to pay minimum wages (c) failure to provide meal periods before the end of the fifth hour worked and failure to pay an additional hour’s of pay in lieu of providing a meal period before the end of the fifth hour worked; (d) failure to authorize and permit rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay in lieu of providing a rest period; (e) failing to pay all wages earned and owed upon separation from Defendant’s employ; and (f) failing to provide accurate itemized wage statements; (g) knowingly and intentionally failing to maintain accurate and complete records; and (h) failure to indemnify for necessary business expenses. As a result, Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to

1 California Constitution Article VI, Section 10, which grants the Superior Court “original
2 jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which
3 this action is brought do not give jurisdiction to any other court.

4 4. This Court has jurisdiction over Defendants because, upon information and belief,
5 each Defendant either has sufficient minimum contacts in California – Los Angeles County, or
6 otherwise intentionally avails itself of the California – Los Angeles County market so as to render
7 the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair
8 play and substantial justice.

9 5. Venue is proper in this judicial district pursuant to Code of Civil Procedure section
10 395. Defendants CARBON HEALTH, a Florida Corporation; CARBON HEALTH URGENT
11 CARE, an Entity Form Unknown; CARBON HEALTH MEDICAL GROUP OF FLORIDA PA, a
12 Florida Corporation; CARBON HEALTH MEDICAL GROUP OF CALIFORNIA, P.C., a
13 California Corporation; and Does 1 through 20, are operating and doing business in, California – Los
14 Angeles County, and each Defendant is within the jurisdiction of this Court for service of process
15 purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other aggrieved
16 employees within the State of California and within Los Angeles County and elsewhere in California.

17 6. On information and belief, Defendants have conducted business within the State of
18 California during the purported liability period and continue to conduct business in the State of
19 California, including in the County of Los Angeles. The unlawful acts alleged herein have had a
20 direct effect on Plaintiff, and the similarly situated non-exempt aggrieved employees within Los
21 Angeles County and the State of California.

22 7. The California Superior Court also has jurisdiction in this matter because on
23 information and belief there are no federal questions at issue, as the issues herein are based solely on
24 California statutes and law, including the California Labor Code, the IWC Wage Orders, the
25 California Code of Civil Procedure, the California Civil Code, and the California Business and
26 Professions Code.

27 8. On information and belief, during the statutory liability period and continuing to the
28 present ("liability period"), Defendants consistently maintained and enforced against Defendants'

1 Non-Exempt Employees (“Aggrieved Employees”), among others, the following unlawful practices
2 and policies, in violation of California state wage and hour laws (a) failure to accurately pay overtime
3 wages, (b) failure to pay minimum wages (c) failure to provide meal periods and failure to pay an
4 additional hour’s of pay in lieu of providing a meal period; (d) failure to authorize and permit rest
5 breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s
6 of pay in lieu of providing a rest period; (e) failing to pay all wages earned and owed upon separation
7 from Defendant’s employ; (f) failing to provide accurate itemized wage statements; (g) knowingly
8 or intentionally failing to maintain accurate and complete records; and (h) failure to indemnify for
9 necessary business expenses.

10 9. On information and belief, during the statutory liability period and continuing to the
11 present, Defendants have had a consistent policy of failing to provide its Non-Exempt Employees
12 within the State of California, including Plaintiff, unfettered, uninterrupted, duty free rest periods of
13 at least (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such
14 employees one (1) hour of pay at the employees regular rate of compensation for each workday that
15 the rest was untimely, interrupted and/or not provided, as required by California state wage and hour
16 laws.

17 10. On information and belief, during the statutory liability period and continuing to the
18 present, Defendants have had a consistent policy of failing to pay overtime for hours worked in
19 excess of forty hours in a workweek or more than 8 hours in a workday.

20 11. On information and belief, during the statutory liability period and continuing to the
21 present, Defendants have had a consistent policy of failing to pay minimum wages, overtime wages,
22 and wages earned on a regular pay period for all hours worked while subject to the control of
23 Defendants.

24 12. On information and belief, during the statutory liability period and continuing to the
25 present (rest and meal period liability period), Defendants have had a consistent policy of requiring
26 its Non-Exempt Employees within the State of California, including Plaintiff, to work at least five
27 (5) hours without a meal period and failing to pay such employees one (1) hour of pay at the
28

1 employee's regular rate of compensation for each workday that the meal period was untimely,
2 interrupted and/or not provided, as required by California state wage and hour laws.

3 13. On information and belief, as a result of these unlawful acts, Defendants failed to pay
4 the required meal and rest period premiums.

5 14. On information and belief, during the statutory liability period and continuing to the
6 present, Defendants have had a consistent policy of failing to timely pay wages upon separation.

7 15. On information and belief, during the statutory liability period and continuing to the
8 present, Defendants have had a consistent policy of failing to provide accurate itemized wage
9 statements.

10 16. On information and belief, during the statutory liability period and continuing to the
11 present, Defendants have had a consistent policy of failing to indemnify work related expenses
12 incurred.

13 17. On information and belief, during the statutory liability period and continuing to the
14 present, Defendants have had a consistent policy of knowingly and intentionally failing to maintain
15 accurate and complete records.

16 18. Plaintiff on behalf of the general public as private attorney general and all other
17 Aggrieved Employees bring this action pursuant to Labor Code 2698, et. seq. for violations
18 enumerated under 2699.5 as follows: sections 201-203, 204, 218, 218.5, 226, 226.3, 226.7, 510, 512,
19 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 2802, 2802(a) seeking penalties, interest,
20 attorneys' fees and costs.

21 **III. PARTIES**

22 **A. Plaintiff**

23 19. Plaintiff ISAI CASTELLANOS is a resident of Los Angeles, California, who was
24 employed by Defendants in Los Angeles County, California, as a non-exempt employee who
25 provided notice to the Labor and Workforce Development Agency within the last year preceding the
26 filing of this action. Specifically, Plaintiff was employed as a medical assistant in Santa Monica.
27 Plaintiff's duties as a medical assistant included assisting providers, rooming patients, taking vitals,
28 bandaging patients, caring for patients, and reporting to the district practice manager.

1 20. As Defendants' employee, Plaintiff, and all other Aggrieved Employees were
2 regularly required to and subsequently suffered:

3 (a) work in excess of eight (8) hours per day, and/or forty (40) hours per week;
4 all in violation of California labor laws, regulations, and the Industrial Welfare
5 Commission Wage Orders ("IWC");

6 (b) perform work subject to the control of the employer without being
7 compensated at least minimum wages, all in violation of California labor laws,
8 regulations, and the Industrial Welfare Commission Wage Order ("IWC");

9 (c) work without being permitted or authorized a minimum ten-minute rest period
10 for every four hours or major fraction thereof worked and not compensated one (1)
11 hour of pay at his regular rate of compensation for each workday that a rest period
12 was not provided, all in violation of California labor laws, regulations, and the
13 Industrial Welfare Commission Wage Orders ("IWC");

14 (d) work in excess of five hours per day without being provided meal periods and
15 not compensated one (1) hour of pay at the regular rate of compensation for each
16 workday that a meal period was not provided, all in violation of California labor laws,
17 regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

18 (e) not paid all wages upon separation from Defendant's employment ("IWC");

19 (f) not reimbursed for business related expenses, including but not limited to
20 use of personal cell phones and mileage between locations without reimbursement;
21 and

22 (g) not provided accurate itemized wage statements.

23 21. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general
24 public as private attorney general and all other Aggrieved Employees.

25 **B. Defendants**

26 22. On information and belief, Defendants CARBON HEALTH, a Florida Corporation;
27 CARBON HEALTH MEDICAL GROUP OF FLORIDA PA, a Florida Corporation; CARBON
28 HEALTH MEDICAL GROUP OF CALIFORNIA, P.C., a California Corporation; and Does 1

1 through 20, operate in and are authorized to conduct business in the State of California. Defendants
2 offer healthcare services throughout the United States, including in Los Angeles County, and
3 employs numerous non-exempt employees in the State of California.

4 23. On information and belief, Defendants CARBON HEALTH, CARBON HEALTH
5 MEDICAL GROUP OF FLORDIA PA, and CARBON HEALTH MEDICAL GROUP OF
6 CALIFORNIA, P.C. provide healthcare services at primary healthcare and urgent care clinics
7 throughout the United States, including in Santa Monica, Los Angeles County.

8 24. Other than identified herein, Plaintiff is unaware of the true names, capacities,
9 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
10 DOES 1 through 20, but are informed and believes and thereon alleges that said Defendants are
11 legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants by
12 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are
13 ascertained.

14 25. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
15 indirectly, or through agents or other persons, employed Plaintiff and other members of the
16 Representative Group, and exercised control over their wages, hours, and working conditions.
17 Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects
18 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan
19 or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to
20 the other Defendants.

21 **IV. GENERAL ALLEGATIONS**

22 26. Plaintiff is informed and believes, and based thereon alleges that Defendants employ
23 or employed Non-Exempt Employees throughout California during the liability period. Plaintiff and
24 all other Aggrieved Employees were compensated generally based upon an hourly rate and have at
25 all times pertinent hereto been non-exempt within the meaning of the California Labor Code and the
26 implementing rules and regulations of the IWC California Wage Orders.

27 27. On information and belief, and during the relevant time frame, all Aggrieved
28 Employees are residents of California and citizens of the United States.

1 28. On information and belief, Defendants provide healthcare products and insurance
2 services around the country, including in Los Angeles County. Plaintiff is employed as a non-exempt
3 medical assistant for Defendants and was primarily responsible for assisting providers, rooming
4 patients, taking vitals, bandaging patients, and reporting to the district practice manager.

5 29. Throughout Plaintiff's employment with Defendants, Plaintiff was not exempt from
6 the Employment Laws and Regulations, in that he routinely spent a majority of their working hours
7 performing duties delegated to non-exempt employees including, but not limited to assisting
8 providers, rooming patients, taking vitals, bandaging patients, and reporting to the district practice
9 manager.

10 30. Throughout Plaintiff's entire employment with Defendants, Plaintiff spent few to
11 none of his working hours performing work that was primarily intellectual, managerial or creative,
12 or work that required the regular and customary exercise of discretion and independent judgment
13 with respect to matters of significance on more than an occasional basis.

14 31. During Plaintiff's employment with Defendants, Plaintiff was either required to
15 work through mandatory meal and rest breaks or was often times interrupted during his meal and
16 rest breaks resulting in shortened meal and rest breaks. Additionally, Plaintiff was often not
17 provided with or allowed to take his mandatory meal break within the first five (5) hours of work
18 because he was provided too much work to do and had no one to relieve him for such a break. On
19 information and belief, Plaintiff and other similarly situated employees were not paid for their
20 missed meal and/or rest breaks with one hour of premium pay at the regular rate of pay, despite
21 Defendants' pressuring of employees to work through breaks.

22 32. During Plaintiff's employment with Defendants, Plaintiff was regularly required to
23 work over 8 hours in one day, and/or over 40 hours in one week. On information and belief,
24 Plaintiff and other similarly situated employees were not paid for all overtime worked.

25 33. Upon information and belief, Defendants regularly failed to pay Plaintiff and other
26 non-exempt employees for all hours worked including minimum wage, overtime and double time
27 pay.
28

1 34. As a consequence, Plaintiff and other similarly situated non-exempt employees,
2 were not paid all wages upon termination and were not provided accurate wage statements.

3 35. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
4 compensated for all hours/time worked as Defendants would regularly suffer and permit Plaintiff
5 and Aggrieved Employees to work off the clock but Plaintiff and Aggrieved Employees were not
6 compensated for hours worked off the clock. For example, Defendants had Plaintiff and Aggrieved
7 Employees work long shifts, but did not record all of their time worked, causing Plaintiff and the
8 Aggrieved Employees were not paid for all overtime worked. As a result, Defendants failed to pay
9 Plaintiff and the Class Members for all hours worked at a rate no less than the applicable minimum
10 or overtime wage.

11 36. Defendants' unlawful off-the-clock practices over time resulted in a large and
12 disproportionate underpayment of wages including overtime wages to Plaintiff and Aggrieved
13 Employees.

14 37. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were
15 caused to endure unprovided, untimely, interrupted meal periods of at least thirty (30) minutes for
16 many of the work days such employees worked more than five hours (5) hours, were not provided
17 uninterrupted second meal periods of at least thirty (30) minutes for work days such employees
18 worked more than ten (10) hours, and were not paid one (1) hour of wages by Defendants in lieu
19 thereof, all in violation of the California Labor Code.

20 Plaintiff is informed and believes that Plaintiff and the Class Members were caused to endure
21 unprovided, untimely, shortened and/or interrupted meal periods of at least thirty (30) minutes for
22 many of the work days such employees worked more than five hours (5) hours, were not provided
23 uninterrupted second meal periods of at least thirty (30) minutes for work days such employees
24 worked more than ten (10) hours, and were not paid one (1) hour of premium wages as the regular
25 rate of compensation in lieu thereof, all in violation of the California Labor Code. Plaintiff and the
26 Aggrieved Employees were required to take shortened meal periods or missed meal periods
27 completely because, among other things, the volume of work they were required to perform each
28 shift frequently did not leave sufficient time to take a fully-compliant meal period. Accordingly,

1 Plaintiff and the Aggrieved Employees were not provided lawful meal periods and were not
2 provided with one hour of wages in lieu thereof under Defendants' policies and practices.

3 38. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were
4 regularly required to work in excess of five (5) hours per day without Defendants providing them
5 a timely, uninterrupted (30) minute meal period as mandated under the California Labor Code and
6 the implementing rules and regulations of the IWC California Wage Orders as Plaintiff and
7 Aggrieved Employees were required to take shortened meal periods or not at all because they were
8 given too much work to do without relief. Accordingly, Plaintiff and Aggrieved Employees were
9 not provided lawful meal periods and were not provided with one hour of wages in lieu thereof
10 under Defendants' policies and practices, which included work schedules placed upon the
11 Aggrieved Employees from Defendants' management and supervisors to perform work at the
12 expense of their meal periods and Defendants' implementation of work schedules and workload
13 requirements that denied Aggrieved Employees all of their authorized meal periods. Plaintiff and
14 the Aggrieved Employees were entitled to meal periods, which they did not waive, yet they did not
15 receive those meal periods, nor did they receive one hour of regular pay for each day Defendants
16 failed to provide a lawful meal period.

17 39. Plaintiff is informed and believes that during the liability period, Plaintiff and
18 Aggrieved Employees were consistently required to work in excess of four (4) hours (or major
19 fraction thereof) without receiving lawful ten (10) minute rest periods. On information and belief,
20 Defendants' management would require that Plaintiff and other Aggrieved Employees continue to
21 work throughout their scheduled shift without relief, and as a result would often have to take their
22 breaks late or be forced to skip their breaks. The Aggrieved Employees were also not provided with
23 one hour of wages in lieu thereof. Defendants' policies and practices included Defendants'
24 implementation of a work schedule and workload requirements that denied and failed to provide
25 the Aggrieved Employees all of their authorized rest periods, including first rest periods of at least
26 ten (10) minutes for every shift worked of at least three and a half (3 1/2) to four (4) hours, a first
27 and second rest period of at least ten (10) minutes for every shift worked greater than five (5) hours.
28

1 40. Defendants did not fully compensate Plaintiff and the Aggrieved Employees for
2 hourly wages during the liability period, including by virtue of the fact that Defendants did not
3 compensate Plaintiff and Aggrieved Employees with one extra hour of pay for Defendants' failure
4 to provide such Non-Exempt Employees with each of their authorized rest periods and meal periods
5 during the rest and meal period liability period.

6 41. On information and belief, Defendants also failed to accurately pay minimum wage
7 and overtime pay owed to Plaintiff and Aggrieved Employees by failing to compensate them for
8 fifteen to twenty minutes of virtual pre-shift meetings.

9 42. Upon information and belief, Defendants failed to provide accurate itemized wage
10 statements to Plaintiff and Aggrieved Employees as the wage statements provided failed to
11 accurately account for all hours worked. Further, Defendants failed to provide accurate wage
12 statements as Defendants' wage statements do not identify premium pay or pay period start dates
13 as required by Labor Code § 226.

14 43. Upon information and belief, Defendants failed to reimburse and/or indemnify
15 Plaintiff and Aggrieved Employees for all necessary expenditures incurred including use of
16 personal cell phones to discharge their work-related duties and mileage between locations.

17 44. Upon information and belief, Defendants failed to keep accurate records pursuant to
18 Labor Code § 1174.5.

19 46. Upon information and belief, Defendants knew and or should have known that it is
20 improper to implement policies and commit unlawful acts such as:

- 21 (a) requiring employees to work over eight (8) hours in a day and forty (40)
22 hours in a work week without being provided the required overtime pay;
- 23 (b) requiring employees to perform work subject to the control of the Defendant
24 without being compensated at least minimum wages;
- 25 (c) requiring employees to work four (4) hours or a major fraction thereof
26 without being provided a minimum ten (10) minute rest period and without
27 compensating the employees with one (1) hour of pay at the employees'
28

regular rate of compensation for each workday that a rest period was not provided;

- (d) requiring employees to work in excess of five (5) hours or ten (10) hours per day without being provided an uninterrupted thirty- minute meal period and/or a second meal period, and without compensating employees with one (1) hour of pay at the regular rate of compensation for each workday that such a meal period was not provided;
- (e) requiring employees to work before scheduled shifts, while under Defendants' control, daily and without compensation;
- (f) requiring employees to incur necessary business expenses without indemnification and/or reimbursement, including use of personal cell phones and mileage between locations;
- (g) failing to pay all wages earned during the regular pay period;
- (h) failing to pay all wages earned upon separation from Defendants' employ;
- and
- (i) failing to provide accurate itemized wage statements.

47. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

V. REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.*

48. Plaintiff incorporates by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

49. On or about July 8, 2025, Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the notice was electronically submitted to the LWDA and a copy was also mailed via certified mail to Defendants indicating that they were on notice of the claims alleged here and that the notice requirement has been satisfied. More than sixty-five days

1 have passed and the LWDA has not indicated intent to investigate the claims and Defendants did not
2 provide notice of an attempt to cure any of the alleged violations. Therefore, Plaintiff may proceed
3 with this action in a representative capacity. The substance and violations set forth in this Complaint
4 of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA
5 Representative Action Complaint to the LWDA.

6 50. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff
7 brings this cause of action on behalf the general public and all non-exempt Aggrieved Employees,
8 acting on behalf of the California Attorney General as private attorney general.

9 51. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties due
10 and owing for which Defendants are liable due to numerous Labor Code violations as set forth in
11 this Complaint, including without limitation Labor Code section 201-203, 204, 218, 218.5, 218.6,
12 226, 266.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2802, 2802(a) and 2698
13 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et*
14 *seq.*

15 52. At all times relevant, Plaintiff and all other Aggrieved Employees regularly
16 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
17 rest break requirements of the applicable IWC wage order and the Labor Code.

18 53. Defendants violated Labor Code sections 510, 558, and 1194 by failing to accurately
19 pay overtime wages as discussed above due to Defendants' unlawful off the clock policy and failure
20 to pay all hours worked in excess of eight hours in a day and/or 40 hours in a workweek. Therefore,
21 Defendants violated section 510, 558 and 1194 by not compensating its Non- Exempt Employees for
22 work performed in excess of eight hours (8) in a day or forty hours in a work week (40). Section
23 510 of the Labor Code codifies the right to overtime compensation at the rate of one and one-half
24 times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40)
25 hours in a work week.

26 54. Defendants also violated Labor Codes sections 200, 1194, and 1197 for failing to pay
27 minimum wages as described above. Labor Code §1197 provides that employees are to be paid
28

1 minimum wage for each hour worked and cannot be averaged and/or payment of a lesser wage than
2 the established is unlawful.

3 55. Defendants violated Labor Code sections 512 and 226.7 for failing to provide timely,
4 uninterrupted meal periods and requiring unlawful on duty meal periods, or compensation in lieu
5 thereof. Pursuant to Labor Code section 512, no employer shall employ an employee for a work
6 period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes
7 in which the employee is relieved of all of his or her duties.

8 56. Defendants failed to provide Plaintiff and all other Aggrieved Employees
9 uninterrupted duty free first meal periods of not less than thirty (30) minutes. Defendants
10 implemented and enforced policies and practices which required employees to work during their
11 meal periods, to forego their meal periods, and/or to return to work from meal periods prior to thirty
12 (30) uninterrupted minutes. As a proximate result of the aforementioned violations, Plaintiff and all
13 other Aggrieved Employees have been damaged in an amount according to proof at time of trial.

14 57. Plaintiff, and on information and belief, all Aggrieved Employees, were
15 systematically not permitted or authorized to take one ten-minute rest period for every four hours
16 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order 5-
17 2001, section 12. On shifts where Plaintiff and Aggrieved Employees worked in excess of three and
18 a half hours, they were routinely not permitted or authorized to take lawful rest periods. Plaintiff,
19 and on information and belief, Aggrieved Employees, were not compensated with one hour of wages
20 for every day in which a rest period was missed, untimely or cut short as a result of Defendants'
21 policies, practices, or work demands. By failing to authorize and permit a ten-minute rest period for
22 every four hours or major fraction thereof worked per day, and by failing to provide compensation
23 for such unprovided rest periods as alleged above, Defendants willfully violated the provisions of
24 Labor Code sections 226.7, 512 and the applicable IWC Wage Order.

25 58. Plaintiff, and on information and belief, Aggrieved Employees, were required to
26 conduct work related activities on their personal cell phones for which they were not reimbursed.
27 Additionally, Defendants failed to reimburse Aggrieved Employees for mileage between locations.
28

59. On information and belief, Defendants failed to provide accurate itemized wage statements pursuant to Labor Code section 226 which failed to include, all hours worked, including off the clock, overtime and the accurate overtime rate, and the lawful meal and rest period premiums earned, which are due and owing to Plaintiff and the Aggrieved Employees. As a result, Plaintiff and Aggrieved Employees were harmed as they are unable to determine if they were appropriately compensated for all hours worked.

60. On information and belief, Defendants failed to maintain accurate records as required by Labor Code section 1174.5.

61. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved Employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

62. Plaintiff and the Representative Aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: December 5, 2025

MAKAREM & ASSOCIATES, APLC

By: Samuel Almon
 Ronald W. Makarem
 Samuel Almon
 Attorneys for Plaintiff, individually
 and on behalf of all other aggrieved
 employees