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Attorneys for Plaintiff,
MARCELA MIRANDA on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

L.A. DOWNTOWN MEDICAL CENTER
LLC, a California Limited Liability Company,
and DOES 1-50, inclusive,

Defendant.

Case No.: **25ST CV 32344**

**REPRESENTATIVE ACTION
COMPLAINT**

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

Plaintiff MARCELA MIRANDA 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 MARCELA MIRANDA worked as an employee for Defendant L.A. DOWNTOWN MEDICAL CENTER, LLC and Does 1-50 (collectively “Defendant”). Defendant operates a Medical Center in Los Angeles, California. Plaintiff MARCELA MIRANDA worked for Defendant on an hourly, nonexempt basis from December 11, 2023 to November 25, 2024, as a Certified Nurse Assistant. Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt employees of Defendant within one year of serving notice on the LWDA to the present are aggrieved employees.

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

3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3) failing to pay minimum wage; (4) failing to permit compliant meal breaks; (5) failing to provide rest breaks; (6) failing to reimburse for required business expenses; and (7) failing to provide accurate itemized wage statements and violating record keeping requirements. Defendant is therefore liable for civil penalties under the Cal. Labor Code, including the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

1 **THE PARTIES**

2 4. Plaintiff MARCELA MIRANDA is a resident of the State of California and is a former
3 employee of Defendant.

4 5. Defendant L.A. DOWNTOWN MEDICAL CENTER, LLC is a California Limited
5 Liability Company authorized to do business and doing business in California with the capacity to
6 sue and to be sued, and doing business, in the county of Los Angeles, State of California.

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

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

19 **JURISDICTION AND VENUE**

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

23 9. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
24 the Superior Court and will be established according to proof at trial. Based on information,
25 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
26 monetary damages, penalties and attorney's fees is more than thirty-five thousand dollars
27 (\$35,000).
28

1 10. The California Superior Court has jurisdiction in this matter because Plaintiff is a
2 resident of California and Defendant is qualified to do business in California and regularly conduct
3 business in California. Further, there is no federal question at issue as the claims herein are based
4 solely on California law.

5 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

9 12. This representative action represents over fifty current and former aggrieved
10 employees.

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

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

17 15. Plaintiff was personally subjected to and observed the unlawful wage and hour
18 practices complained of herein. For example, Plaintiff was required to work off the clock, work
19 through meal and rest periods without compensation, received pay stubs that failed to accurately
20 reflect her hours and premium wages, and was not paid final wages upon separation. These
21 violations occurred pursuant to uniform policies implemented by Defendant across its workforce.

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

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

25 (Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558,
26 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

27 17. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
28 incorporates said paragraphs herein by reference.

1 18. The Wage Orders define “hours worked” as “the time during which an employee is
2 subject to the control of an employer, and including all the time the employee is suffered or
3 permitted to work, whether or not required to do so.” Defendant has been engaged in many
4 unlawful employment practices which resulted in underpayment for hours worked each pay period,
5 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay
6 the required minimum wage for all hours worked, and failed to pay overtime, sick pay, premium
7 wages, and vacation wages at the correct regular rate of pay.

8 19. Off-the-Clock Hours Worked. Plaintiff and aggrieved employees frequently worked
9 off the clock and were routinely subjected to periods wherein they were under the Defendant’s
10 control but not compensated for their time. For example, Plaintiff was forced to continue working
11 after clocking out for lunch approximately three times a week, due to the press for work. Plaintiff
12 complained about this practice but Defendant failed and refused to discontinue it.

13 20. When employees earning minimum wage do not receive payment for all hours worked,
14 including off-the-clock and overtime hours worked, the result is that they are earning less than the
15 statutory minimum wages for all hours worked, in violation of Labor Code §1197.

16 21. Off-the-Clock Hours Worked – Waiting in Required lines. Plaintiff and aggrieved
17 employees were required to report to the timeclocks to clock in prior proceeding to their
18 workstations. However, numerous employees came on shift at the same time which resulted in
19 many employees waiting in required lines to clock in for work to use the timeclock. This time
20 spent walking and waiting in required lines was required by Defendant prior to each shift and when
21 clocking back in for lunch and was essential and required before employees could begin and /or
22 resume working on the clock. Lines for the timeclock would take at least two minutes.

23 22. Work Performed During Unpaid Meal Periods. Defendant failed to permit Plaintiff and
24 others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive
25 hours of work in violation of Labor Code §§226.7 and 512.

26 23. Plaintiff and her coworkers frequently experienced interrupted, short and/or delayed
27 meal breaks. Meal breaks were often interrupted with work related tasks. For example, Plaintiff
28 reports having to continue working after clocking out for lunch, approximately three times a week.

1 Further, meal breaks were frequently less than thirty minutes due to employees being required to
2 wait in long lines to clock back in at the end of each meal period.

3 24. Plaintiff and aggrieved employees have been employed under conditions prohibited by
4 the wage order, and thus Defendant has also violated §§1198 and 1199. Defendant is liable for
5 civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

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

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

8 25. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
9 incorporates said paragraphs herein by reference.

10 26. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
11 twice during each calendar month pursuant to Labor Code §204(a).

12 27. Defendant failed to pay all wages earned to employees as a result of the unlawful
13 employment policies and practices discussed herein. As a result of these practices, employees were
14 underpaid for hours worked, including overtime and penalty wages, and this underpayment
15 resulted in a failure to pay all wages owed twice per month.

16 28. Due to these failures, Defendant is liable under Labor Code §204, 210 and 2698 *et seq.*
17 for failure to pay wages as required by law.

18 **Failure to Pay Minimum Wage**

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

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

22 30. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
23 to suffer or permit a California employee to work without paying wages at the proper minimum
24 wage for all time worked as required by the applicable IWC Wage Order.

25 31. Defendant failed to pay Plaintiff and aggrieved employees for all hours worked as a
26 result of Defendant's practices described above. Based on Defendant's unlawful conduct described
27 herein, and because Plaintiff and the aggrieved employees were paid at or near minimum wage,
28 employer's failure to pay for all hours worked, including overtime, resulted in a payment of less

1 than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and
2 the Wage Orders. Defendant is liable for civil penalties pursuant to Labor Code §§558 and 2699
3 *et seq.*

4 **Failure to Permit Compliant Meal Periods**

5 (Cal. Lab. Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

6 32. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
7 incorporates said paragraphs herein by reference.

8 33. Labor Code §512 provides, “[a]n employer may not employ an employee for a work
9 period of more than five hours per day without providing the employee with a meal period of not
10 less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee
11 to work during any meal... period mandated by an applicable order of the Industrial Welfare
12 Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee
13 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
14 duty’ meal period and counted as time worked.”

15 34. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
16 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
17 §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff or aggrieved employees for
18 noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were
19 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor
20 Code §226(a). As a result of these violations, Defendant is liable for civil penalties pursuant to
21 Cal. Labor Code §558 and §2698 *et. seq.*

22 35. Plaintiff and aggrieved employees frequently missed first and second meal periods.
23 When meal periods were provided, they were often late, short, and/or interrupted. Meal breaks
24 were often interrupted with work related tasks. For example, Plaintiff reports having to continue
25 working after clocking out for lunch, approximately three times a week. Further, meal breaks were
26 frequently less than thirty minutes due to employees being required to wait in long lines to clock
27 back in at the end of each meal period.

1 36. Further, Plaintiff and fellow aggrieved employees who worked 12 hour shifts never
2 received second meal breaks.

3 37. Rounding Meal Period Time Entries. Meal periods were also noncompliant because
4 Employer rounded and thus altered timeclock entries for meal periods so that they do not show a
5 meal period violation. The California Supreme Court has emphasized the importance of fully
6 compliant meal periods, holding that employers must record meal period time entries to the exact
7 minute, prohibiting rounding or shaving time for employee meal periods. (*Donohue v. AMN*
8 *Services, LLC* (2021) 11 Cal.5th 58, 67.)

9 **Failure to Provide Rest Breaks**

10 (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

11 38. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
12 incorporates said paragraphs herein by reference.

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

15 40. Rest periods were either less than ten minutes, not provided, interrupted or late, “on
16 duty,” or not scheduled before and after a meal period for shifts greater than six hours, as
17 prescribed by California law because Employer: (1) did not account for all hours worked that were
18 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
19 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
20 inform and train employees about when, where and how to take timely and uninterrupted ten-
21 minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and
22 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
23 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
24 break policy.

25 41. The rest period requirement obligates employers to permit and authorize employees to
26 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
27 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
28 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee’s

regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.”).

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

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

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

44. Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

1 45. Plaintiff and aggrieved employees are required to use their personal cell phones for
2 work related communications, although Defendant did not reimburse them in any way for the
3 expense of their personal cell phone use as required by the Labor Code.

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

5 (Cal. Labor Code §§ 226, 1174, 2699 *et seq.*)

6 46. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
7 incorporates said paragraphs herein by reference.

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

11 48. The statements provided to Plaintiff and aggrieved employees, and the records
12 maintained by Defendant, and the records maintained by Employer, have not accurately reflected
13 actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all
14 hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period
15 premium wages.

16 49. §226 (a) requires:

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

1 name and address of the legal entity that is the employer and, if the employer is
2 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
3 and address of the legal entity that secured the services of the employer, and (9)
4 all applicable hourly rates in effect during the pay period and the corresponding
5 number of hours worked at each hourly rate by the employee...

6 50. Such failures called injury to Plaintiff and others, by, among other things, impeding
7 them from knowing the total hours worked, and the amount of wages to which they are and were
8 entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages
9 earned, net wages earned, and total hours worked.

10 51. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

11 52. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and aggrieved
12 employees to sign employment-related contracts and documents that contained unlawful terms of
13 employment, including invalid meal period waivers resulting from a noncompliant meal period
14 policy and/or practice.

15 **FIRST CAUSE OF ACTION**

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

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

18 53. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
19 incorporates said paragraphs herein by reference.

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

25 55. Plaintiff seeks to recover the PAGA civil penalties through a representative action
26 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
27 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.
28

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

- 3 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
4 Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510,
5 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders);
- 6 b. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and
7 2698 *et seq.*);
- 8 c. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194,
9 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*);
- 10 d. Failure to Permit Compliant Meal Periods (Cal. Labor Code §§226 (a), 226.7, 512,
11 558, 1198, 2698 *et seq.*, Wage Order);
- 12 e. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
13 2698 *et seq.*, Wage Orders);
- 14 f. Failure to Reimburse for Required Business Expenses (Cal. Labor Code 1198,
15 2802, 2698 *et seq.*);
- 16 g. Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226,
17 1174, 2699 *et seq.*);

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

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

27 59. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per
28 pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay

1 period, per aggrieved employee for subsequent violations for all Labor Code provisions for which
2 a civil penalty is not specifically provided.

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

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

8 62. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of
9 them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be
10 determined at trial, pre-judgment interest, costs and attorneys' fees.

11 63. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior
12 to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and
13 Workforce Development Agency ("LWDA") and served by certified mail upon Defendant,
14 Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions
15 that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory
16 timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code
17 §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved
18 employees and the State of California.

19 PRAYER FOR RELIEF

20 WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for
21 judgement against Defendant as follows:

- 22 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be
23 determined at trial, but at least the jurisdictional amount of this Court;
- 24 2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g)
25 and/or other applicable law;
- 26 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
27 law;
- 28

- 1 4. Pre-judgement and post-judgement interest as provided by law; and
2 5. Such other and further relief that the Court may deem just and proper.
3

4 DATED: November 5, 2025

KOUL LAW FIRM, APC

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8 BY: Nazo Koulloukian, Esq.
9 Attorneys for Plaintiff MARCELA MIRANDA, and
all aggrieved employees
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EXHIBIT 1



Nazo@Koullaw.com

P (213) 325 - 3032

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GLENDALE, CA 91205

www.koullaw.com

August 28, 2025

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

L.A. Downtown Medical Center LLC
1711 W. Temple St, 8th Floor
Los Angeles, CA 90026

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant(s): Marcela Miranda

Employer(s): L.A. Downtown Medical Center LLC

Dear Sir or Madam:

Marcela Miranda (“Claimant”) has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, L.A. Downtown Medical Center LLC (hereafter “Employer”).

Employer operates a Medical Center. Claimant has worked for Employer from December 11, 2023, to the present as a Certified Nurse Assistant at Employer’s Los Angeles location. Claimant’s most recent day worked was November 25, 2024. Claimant works as an hourly, nonexempt employee earning approximately \$23.00 an hour.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

During Claimant's employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce and development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

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

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so." Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer's control but not compensated for their time. For example, Claimant was forced to continue working after clocking out for lunch approximately three times a week, due to the press of work. Claimant complained about this practice but Employer failed and refused to discontinue it.

Off-the-Clock Hours Worked- Waiting in Required Lines

Claimant and aggrieved employees were required to report to the timeclocks to clock in prior proceeding to their workstations. However, numerous employees came on shift at the same time which resulted in many employees waiting in required lines to clock in for work to use the timeclock. This time spent walking and waiting in required lines was required by Employer prior to each shift and when clocking back in for lunch and was essential and required before employees could begin and/or resume working on the clock. Lines for the timeclock would take at least two minutes.

Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512.

Claimant and her coworkers frequently experienced interrupted, short and/or delayed meal breaks. Meal breaks were often interrupted with work related tasks. For example, Claimant reports having to continue working after clocking out for lunch, approximately three times a week. Further, meal breaks were frequently less than thirty minutes due to employees being required to wait in long lines to clock back in at the end of each meal period.

Failure to Pay All Wages Owed Twice Per Month

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

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

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

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Permit Compliant Meal Periods

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

Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee

is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour’s wage when meal periods were not given to them in compliance with California law.

Claimant and Claimant’s coworkers frequently missed first and second meal periods. When meal periods were provided, they were often late, short, and/or interrupted. Meal breaks were often interrupted with work related tasks. For example, Claimant reports having to continue working after clocking out for lunch, approximately three times a week. Further, meal breaks were frequently less than thirty minutes due to employees being required to wait in long lines to clock back in at the end of each meal period.

Further, Claimant and fellow aggrieved employees who worked 12 hour shifts never received second meal breaks.

Rounding Meal Period Time Entries

Meal periods were also noncompliant because Employer rounded and thus altered timeclock entries for meal periods so that they do not show a meal period violation. The California Supreme Court has emphasized the importance of fully compliant meal periods, holding that employers must record meal period time entries to the exact minute, prohibiting rounding or shaving time for employee meal periods. (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 67.)

Failure to Provide Rest Breaks

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

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that

employees frequently missed rest periods as a result of Employer's staffing and business practices, and that rest breaks were not scheduled into daily shifts.

Rest periods were either less than ten minutes, not provided, interrupted or late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Employees frequently missed rest breaks due to the press of work. For example, Claimant reports missing her rest breaks approximately three times a week. Employees were not permitted to take their third rest break on days they worked 10 hours or more.

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

Claimant and aggrieved employees are required to use their personal cell phones for work related communications, although Employers did not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code.

Failure to Provide Accurate Itemized Wage Statements

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

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

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

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

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the true legal name of their employer, the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a stylized flourish at the end.

Nazo Koulloukian, Esq.
Attorney for Claimant