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By A. Miranda, Deputy Clerk

Attorney for Plaintiff
JOLENE CHACON

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

JOLENE CHACON, an individual,

Plaintiff,

vs.

WELLNESS TMS LLC, a California
Limited Liability Company; BELLA
VIDA TMS LLC, a Arizona Limited
Liability Company; FREDERICK DAVID
QUINDT V, an individual; BRITTANY
CAVICCHIONI, an individual; and DOES
1 through 25, inclusive,

Defendants.

Case No. **25LECV03244**

COMPLAINT FOR:

- 1. MISCLASSIFICATION AS INDEPENDENT CONTRACTOR (Cal. Labor Code §§ 226.8, 558.1, 2750.3, 2753);**
- 2. FAILURE TO PROVIDE COMPLIANT WAGE STATEMENTS (Cal. Labor Code §§ 226, 558.1);**
- 3. VIOLATION OF THE CALIFORNIA WHISTLEBLOWER PROTECTION ACT (Labor Code § 1102.5(b)-(c));**
- 4. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 5. UNLAWFUL BUSINESS PRACTICES (Business & Professions Code § 17200 et seq.);**
- 6. CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699 ET SEQ. (PAGA)**

DEMAND FOR JURY TRIAL

1 Plaintiff JOLENE CHACON ("Plaintiff" or "Ms. Chacon"), by and through her attorney
2 of record, hereby complains against WELLNESS TMS LLC, a California Limited Liability
3 Company; BELLA VIDA TMS LLC, a Arizona Limited Liability Company; FREDERICK
4 DAVID QUINDT V, an individual; BRITTANY CAVICCHIONI, an individual; and DOES 1
5 through 25, inclusive (collectively, "Defendants"), and alleges as follows:

6 **THE PARTIES**

7 1. Plaintiff JOLENE CHACON is and at all times mentioned herein was a resident of
8 the County of Los Angeles, State of California.

9 2. Plaintiff is informed and believes, and based thereon alleges, that Defendant
10 WELLNESS TMS LLC ("Wellness" or "the Company") is a California limited liability company
11 authorized to conduct and conducting business in the State of California, with its principal place
12 of business located at 500 W Willow St Ste 101, Long Beach, CA 90806.

13 3. Plaintiff is informed and believes, and based thereon alleges, that Defendant
14 BELLA VIDA TMS LLC ("Bella Vida") is a limited liability company authorized to conduct and
15 conducting business in the State of California.

16 4. Plaintiff is informed and believes, and based thereon alleges, that Defendant
17 FREDERICK DAVID QUINDT V ("Mr. Quindt") is an individual residing in the State of
18 California. At all times relevant herein, Mr. Quindt was an owner, director, officer, and/or
19 managing agent of Wellness TMS LLC within the meaning of Labor Code § 558.1 and Civil
20 Code § 3294(b).

21 5. Plaintiff is informed and believes, and based thereon alleges, that Defendant
22 BRITTANY CAVICCHIONI ("Ms. Cavicchioni") is an individual residing in the State of
23 California. At all times relevant herein, Ms. Cavicchioni was an owner, director, officer, and/or
24 managing agent of Wellness TMS LLC and/or Bella Vida TMS LLC, acting on behalf of said
25 entities and exercising direction and control over the wages, hours, and working conditions of
26 Plaintiff and other employees. As such, Ms. Cavicchioni is an "other person acting on behalf of
27 an employer" within the meaning of Labor Code § 558.1.
28

1 6. At all times relevant herein, Wellness TMS LLC and Bella Vida TMS LLC
2 (collectively, the "Company Defendants") were Plaintiff's employer, joint employer, and/or
3 special employer within the meaning of the Labor Code and applicable Industrial Welfare
4 Commission Wage Orders.

5 7. At all times relevant herein, FREDERICK DAVID QUINDT V, BRITTANY
6 CAVICCHIONI, and DOE Defendants (hereinafter collectively "INDIVIDUAL
7 DEFENDANTS") were acting on behalf of Wellness TMS LLC and Bella Vida TMS LLC as
8 such term is used in Labor Code Section 558.1, and each is liable to Plaintiff on that basis.

9 8. INDIVIDUAL DEFENDANTS are liable for the wage and hour violations herein
10 pursuant to Labor Code § 558.1, which states:

11 "(a) Any employer or other person acting on behalf of an employer, who violates, or
12 causes to be violated, any provision regulating minimum wages or hours and days of work in any
13 order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203,
14 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

15 (b) For purposes of this section, the term 'other person acting on behalf of an employer' is
16 limited to a natural person who is an owner, director, officer, or managing agent of the employer,
17 and the term 'managing agent' has the same meaning as in subdivision (b) of Section 3294 of the
18 Civil Code."

19 9. On information and belief, INDIVIDUAL DEFENDANTS are owners, directors,
20 officers, and/or managing agents of Wellness TMS LLC and/or Bella Vida TMS LLC who
21 violated, or caused to be violated, provisions regulating minimum wages or hours and days of
22 work in orders of the Industrial Welfare Commission, the Occupational Safety and Health
23 Standards Board, and in Labor Code §§ 203, 226, 226.7, and 1194.

24 10. Plaintiff alleges that INDIVIDUAL DEFENDANTS are liable to Plaintiff pursuant
25 to Labor Code § 558.1. Thus, Plaintiff requests INDIVIDUAL DEFENDANTS be held jointly
26 and severally liable pursuant to Labor Code § 558.1.

27 11. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein
28 as DOES 1 through 25, inclusive, and therefore sues these Defendants by such fictitious names.

1 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE
2 Defendants when they have been ascertained. Plaintiff is informed and believes, and based
3 thereon alleges, that each of the fictitiously named Defendants is responsible in some manner for
4 the events and occurrences herein alleged and that Plaintiff's injuries and damages, as alleged
5 herein, were proximately caused by such Defendants.

6 12. Plaintiff is informed and believes, and based thereon alleges, that at all times
7 mentioned herein, each of the Defendants, including the fictitiously named Defendants, was the
8 agent, servant, employee, partner, joint venturer, or surety of the other Defendants and was acting
9 within the scope of said agency, employment, partnership, venture, or suretyship with the
10 knowledge and consent or ratification of each of the other Defendants in doing the things alleged
11 herein.

12 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
13 acted in all respects pertinent to this action as the agent and/or the alter-ego of the other
14 Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto,
15 and the acts of each Defendant are legally attributable to the other Defendants.

16 14. Furthermore, Defendants, and each of them, acted in all respects as the employers
17 or joint employers of Plaintiff. Defendants, and each of them, exercised control over the wages,
18 hours or working conditions of Plaintiff, or suffered or permitted Plaintiff to work, or engaged,
19 thereby creating a common law employment relationship, with Plaintiff. Therefore, Defendants,
20 and each of them, employed or jointly employed Plaintiff.

21 15. At all times mentioned herein, Defendants, and each of them, were Plaintiff's
22 "employers" within the meaning of the California Fair Employment and Housing Act ("FEHA"),
23 Government Code § 12926(d), and the California Labor Code.

24 **VENUE AND JURISDICTION**

25 16. This Court has jurisdiction over this action pursuant to California Constitution,
26 Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except
27 those given by statute to other trial courts.
28

17. Venue is proper in this Court pursuant to Code of Civil Procedure sections 395 and 395.5 because Defendants maintain offices, transact business, and employ persons in Los Angeles County and because the unlawful acts alleged in this Complaint took place in Los Angeles County.

FACTUAL ALLEGATIONS

18. Plaintiff commenced her employment with the Company on or around August 24, 2024, where she held the title of Director of Business Development before she was wrongfully terminated on or around April 18, 2025.

19. Plaintiff was a loyal and devoted employee of Wellness, and her work performance had consistently been above average. Throughout her employment, Plaintiff fulfilled and substantially performed all of her job duties and all the terms and conditions of her employment.

20. Plaintiff was hired with the understanding that she would initially be classified as a 1099 independent contractor for 90 days, after which she would be converted to W-2 employee status. Despite this agreement, Defendants failed to convert Plaintiff to W-2 status as promised, despite her multiple inquiries and follow-ups regarding this conversion, with the most recent discussion occurring on April 7, 2025.

21. During this period, Plaintiff was treated as an employee in all respects, Defendants controlled how, when, and where she performed her work, required her to represent the Company at governmental facilities such as the chamber of commerce, and imposed specific work hours and duties.

22. Around February 2025, Defendant Wellness hired an Office Manager, Tony Cueva, who immediately demonstrated animosity toward Plaintiff. During his first week, Mr. Cueva attempted to coerce Plaintiff to participate in fraudulent activities regarding client services, including directing employees to manipulate client assessment scores to ensure insurance coverage for Company services.

1 23. Plaintiff ethically refused to participate in these fraudulent activities and advised
2 against mismarketing services to clients, including coercing clients to pay for 10 sessions of
3 treatment.

4 24. On April 7, 2025, Plaintiff complained to management about Mr. Cueva's
5 inappropriate conduct and hostile attitude. Shortly thereafter, on April 18, 2025, Plaintiff was
6 informed that she was being terminated with two weeks' notice.

7 **FIRST CAUSE OF ACTION**

8 **MISCLASSIFICATION AS INDEPENDENT CONTRACTOR**

9 **(CAL. LABOR CODE §§ 226.8, 558.1, 2750.3, 2753)**

10 **(Against All Defendants)**

11 25. Plaintiff incorporates by reference all preceding paragraphs as though fully set
12 forth herein.

13 26. At all times relevant hereto, the California Labor Code was in full force and effect
14 and binding on Defendants.

15 27. Plaintiff did not fit the definition of an independent contractor pursuant to
16 California Labor Code section 2750.3. Defendants, however, willfully misclassified Plaintiff as
17 an independent contractor for the entirety of her employment from August 24, 2024, through
18 April 18, 2025. By willfully misclassifying and improperly paying Plaintiff as a purported
19 independent contractor, Defendants avoided their obligation to pay employer-side payroll tax and
20 forced Plaintiff to incur self-employment tax.

21 28. As Plaintiff: (a) was under the control and direction of Wellness; (b) performed
22 work inside the usual course of Wellness's business; and (c) was not customarily engaged in an
23 independently established business, Plaintiff satisfies the "ABC" test establishing that she should
24 have been treated as an employee, and not as an independent contractor. *See Dynamex Operations*
25 *W. v. Superior Court*, 4 Cal. 5th 903 (2018).

26 29. In California, there is a rebuttable presumption that a worker is an employee, and
27 once a plaintiff comes forward with evidence that he or she provided services for an employer,
28 the plaintiff has established a prima facie case that the relationship was one of

1 employer/employee. The burden then shifts to the employer to prove, if it can, that the presumed
2 employee was an independent contractor. *See Ruiz v. Affinity Logistics Corp.* (9th Cir. 2014) 754
3 F.3d 1093, 1100; *Narayan v. EGL, Inc.* (9th Cir. 2010) 616 F.3d 895, 900; and California Labor
4 Code § 3357.

5
6 30. Defendants' willful misclassification of Plaintiff is a violation of Labor Code
7 section 226.8 subjecting Defendants to, at a minimum, a civil penalty of not less than five
8 thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation,
9 in addition to any other penalties or fines permitted by law.

10 31. In accordance with Labor Code 226.8(e), and in addition to any other remedy that
11 this Court has ordered, the Court shall order Defendants to display prominently on the Company
12 Defendant's Internet Web site, in an area which is accessible to all employees and the general
13 public, a notice that sets forth all of the following: (1) this Court has found that Defendants have
14 committed a serious violation of the law by engaging in the willful misclassification of
15 employees; (2) Defendants have changed their business practices in order to avoid committing
16 further violations of Labor Code section 226.8; (3) any employee who believes that he or she is
17 being misclassified as an independent contractor may contact the Labor and Workforce
18 Development Agency, including the mailing address, email address, and telephone number of the
19 agency; and (4) the notice is being posted pursuant to a state order.

20 32. As a result of Defendants' conduct, Plaintiff suffered injuries, including, but not
21 limited to, monetary damages, in an amount to be proven at trial.

22 33. As a result of Defendants' conduct, Plaintiff is entitled to her attorneys' fees and
23 costs of suit herein.

24 34. Pursuant to Labor Code § 558.1, INDIVIDUAL DEFENDANTS, including
25 FREDERICK DAVID QUINDT V and BRITTANY CAVICCHIONI, are liable as employers for
26 the willful misclassification violations alleged herein.

27 **FIFTH CAUSE OF ACTION**

28 **FAILURE TO PROVIDE COMPLIANT WAGE STATEMENTS**

1 **(CAL. LABOR CODE §§ 226, 558.1)**

2 **(Against All Defendants)**

3 35. Plaintiff incorporates by reference all preceding paragraphs as though fully set
4 forth herein.

5 36. At all times relevant hereto, the California Labor Code was in full force and effect
6 and binding on Defendants.

7 37. California Labor Code section 226, subdivision (a), requires every employer, semi-
8 monthly or at the time of each payment of wages, to furnish each of its employees, either as a
9 detachable part of the check, draft, or voucher paying the employee's wages, or separately when
10 wages are paid by personal check or cash, an accurate itemized statement in writing showing,
11 among other things, (1) gross wages earned, (2) total hours worked by the employee, (3) all
12 deductions, (4) net wages earned, and (5) all applicable hourly rates in effect during each
13 respective pay period and the corresponding number of hours worked at each hourly rate by each
14 respective individual.

15 38. Defendants failed to provide timely, accurate, and complete itemized wage
16 statements to Plaintiff, as required under the California Labor Code section 226, subdivision (a).
17 Plaintiff is informed and believes and thereon alleges that Defendants willfully and intentionally
18 failed to provide records accurately reflecting the hours worked by Plaintiff. Plaintiff believes that
19 Defendants' records for Plaintiff failed to include, inter alia, actual hours worked, total hours
20 worked, number of hours worked at each hourly rate, gross wages earned, and net wages earned.
21 As a result of said failure, Plaintiff was harmed.

22 39. As a direct result of Defendants' unlawful conduct, as alleged herein, Plaintiff has
23 not been able to determine her gross and net earned wages from the wage statements as
24 Defendants failed to accurately calculate the hours worked by her.

25 40. California Labor Code section 226, subdivision (e), provides, in pertinent part, that
26 an employee harmed by their employer's "knowing and intentional failure . . . to comply with
27 subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the
28 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for

1 each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand
2 dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees."

3 41. As a direct result of Defendants' unlawful conduct, as alleged herein, Plaintiff has
4 suffered damages in amounts which are uncertain at this time, but within the jurisdiction of this
5 Court, and will be determined according to proof at trial.

6 42. Plaintiff is also entitled to recover reasonable attorneys' fees, costs of suit, and
7 penalties per statute, in addition to such other damages provided by law and as alleged herein.

8 43. Pursuant to Labor Code § 558.1, INDIVIDUAL DEFENDANTS, including
9 FREDERICK DAVID QUINDT V and BRITTANY CAVICCHIONI, who violated, or caused to
10 be violated, Labor Code § 226, may be held liable as the employer for such violations.

11 **SEVENTH CAUSE OF ACTION**

12 **VIOLATION OF THE CALIFORNIA WHISTLEBLOWER PROTECTION ACT**

13 **(LABOR CODE § 1102.5(b)-(c))**

14 **(Against All Defendants)**

15 44. Plaintiff incorporates by reference all preceding paragraphs as though fully set
16 forth herein.

17 45. At all times relevant hereto, the California Labor Code was in full force and effect
18 and binding on Defendants.

19 46. From on or around August 24, 2024, to on or about April 18, 2025, Plaintiff was
20 an employee of Defendants as defined by California Labor Code §§ 350(b) and 2750.

21 47. At all times applicable to this complaint, Defendants were engaged in business in
22 the State of California and subject to the laws thereof.

23 48. During her employment with Defendants, Plaintiff began noticing and reporting
24 that Office Manager Tony Cueva was engaging in potentially fraudulent activities, including
25 directing employees to manipulate client assessment scores to ensure insurance coverage for
26 services and coercing clients to pay for unnecessary treatment sessions.

1 49. Despite receiving Plaintiff's reports, no remedial measures were taken by
2 Defendants. Instead, Defendants continued their practices of violating the applicable laws and
3 retaliated against Plaintiff for her refusal to participate in these unlawful activities.

4 50. On April 7, 2025, Plaintiff complained to management about Mr. Cueva's
5 inappropriate conduct and hostile attitude. Shortly thereafter, on April 18, 2025, Plaintiff was
6 informed that she was being terminated with two weeks' notice.

7 51. Plaintiff suffered an adverse employment action, up to and including termination
8 by Defendants for engaging in activity protected by the California Whistleblower Protection Act.
9 More specifically, Plaintiff was terminated from her employment for reporting and protesting the
10 illegal practices of Defendants, including, without limitation, insurance fraud.

11 52. By retaliating against Plaintiff due to her complaints and protests against the
12 aforesaid numerous violations of law, Defendants were in violation of California's whistleblower
13 statute, which generally prohibits retaliation against employees who refuse to violate or complain
14 about violations of the law.

15 53. As a proximate result of Defendants' willful, knowing, and intentional violation(s)
16 of Labor Code Section 1102.5(b) and (c), Plaintiff has sustained and continues to sustain
17 substantial losses in earnings and other employment benefits.

18 54. As a proximate result of Defendants' willful, knowing, and intentional violation(s)
19 of Labor Code Section 1102.5, Plaintiff has suffered and continues to suffer humiliation,
20 emotional distress, and mental and physical pain and anguish, all to her damage in a sum
21 according to proof.

22 55. Plaintiff has incurred and continues to incur legal expenses and attorney fees and
23 seeks those by motion, to the extent available.

24 56. Plaintiff is entitled to actual damages for Defendants' violation of Labor Code §
25 1102.5, according to proof.

26 57. In addition to all damages and penalties prayed for herein, Plaintiff is additionally
27 entitled to, and hereby prays for, a civil penalty of up to ten thousand dollars (\$10,000.00) for
28 Defendants' violation of Labor Code § 1102.5 pursuant to § 1102.5(f).

1 **EIGHTH CAUSE OF ACTION**

2 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

3 **(Against All Defendants)**

4 58. Plaintiff incorporates by reference all preceding paragraphs as though fully set
5 forth herein.

6 59. At all times relevant herein, the California Labor Code and the FEHA were in full
7 force and effect and were binding on Defendants.

8 60. An employer's authority to discharge an employee is limited by "considerations of
9 public policy." *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167, 172. Constructive
10 discharge in violation of public policy "occurs when the employer's conduct effectively forces an
11 employee to resign." *Turner v. Anheuser-Busch, Inc.* (1994) 7 Cal.4th 1238, 1244-1245.

12 61. California has a fundamental and substantial public policy, expressed in the Labor
13 Code, FEHA, and other statutes and regulations, prohibiting discrimination, harassment, and
14 retaliation against employees based on disability, and requiring employers to provide reasonable
15 accommodations for employees with disabilities and to engage in the interactive process.

16 62. As set forth above, Plaintiff was subjected to working conditions that violated
17 public policy, in that she was required by Defendants to endure a hostile work environment and
18 retaliation for refusing to participate in fraudulent activities.

19 63. Plaintiff was terminated in retaliation for her refusal to participate in fraudulent
20 activities directed by Mr. Cueva, including manipulating client assessment scores to ensure
21 insurance coverage for services and coercing clients to pay for unnecessary treatment sessions.

22 64. Defendants intentionally created or knowingly permitted these working conditions
23 and knowingly terminated Plaintiff in violation of public policy.

24 65. As a direct, foreseeable, and proximate result of Defendants' unlawful conduct, as
25 alleged herein, Plaintiff has suffered, and continues to suffer, actual, consequential, and incidental
26 losses, including, but not limited to, substantial losses in earnings, employment benefits, and the
27 intangible loss of employment-related opportunities, as well as damages to her professional
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1 reputation, in addition to other economic losses, all in an amount uncertain at this time, but within
2 the jurisdiction of this Court, and will be determined according to proof at trial.

3 66. Plaintiff is also entitled to recover from Defendants reasonable attorneys' fees and
4 costs pursuant to statute in addition to such other damages provided by law and as alleged herein.

5 **NINTH CAUSE OF ACTION**

6 **UNLAWFUL BUSINESS PRACTICES**

7 **(CAL. BUS. & PROF. CODE §§ 17200 ET SEQ.)**

8 **(Against All Defendants)**

9 67. Plaintiff incorporates by reference all preceding paragraphs as though fully set
10 forth herein.

11 68. At all times relevant hereto, the California Business and Professions Code was in
12 full force and effect and binding on Defendants.

13 69. Defendants engaged in unlawful activity prohibited by California Business &
14 Professions Code section 17200, et seq. Defendants' actions, as alleged herein, constitute unfair
15 business practices within the meaning of California Business & Professions Code section 17200.

16 70. As set forth above, Defendants conducted the following unlawful activities:

17 (a) Violating Labor Code sections 226.8, 2750.3, and 2753 by willfully misclassifying
18 Plaintiff as an independent contractor;

19 (c) Violating Labor Code sections 226 and 1174 by failing to keep accurate payroll
20 records and failing to provide Plaintiff accurate wage statements;

21 (d) Violating California public policy by wrongfully terminating Plaintiff;

22 (e) Violating Labor Code section 1102.5 by retaliating against Plaintiff for her complaints
23 about unlawful activities; and

24 71. Defendants' activities also constitute unfair business practices in violation of
25 California Business & Professions Code section 17200, et seq., because the practices violated the
26 above-noted laws, and/or violated established public policy, and/or because the practices are
27 immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to Plaintiff.
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1 72. The identified violations of the provisions of the California Labor Code and/or
2 California public policy constitute business practices because such violations were conducted
3 repeatedly over a period of time, and in a systematic manner to the detriment of Plaintiff.

4 73. The victims of these unfair, fraudulent, and/or illegal business practices include,
5 but are not limited to, Plaintiff, other employees of Defendants, and the overall general public.

6 74. Plaintiff is informed and believes and thereon alleges that Defendants performed
7 the above-mentioned acts with the intent of gaining an unfair competitive advantage and thereby
8 injuring Plaintiff, Defendants' other employees, its competitors, and the overall general public.

9 75. As a direct, foreseeable, and proximate result of the above-described unfair
10 business practices, Defendants wrongfully acquired money from Plaintiff and other employees.

11 76. The above-described acts of Defendants constitute continuing and ongoing
12 unlawful activities prohibited by the California Business & Professions Code section 17200, et
13 seq., and therefore justify the issuance of penalties imposed by statute, injunctive relief,
14 restitution, and damages, as allowed by California Business & Professions Code section 17205.

15 **TENTH CAUSE OF ACTION**

16 **CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699 ET SEQ. (PAGA)**

17 **(By Plaintiff on Behalf of Herself and All Aggrieved Employees Against Defendant**
18 **WELLNESS TMS LLC)**

19 77. Plaintiff incorporates by reference all preceding paragraphs as though fully set
20 forth herein.

21 78. This cause of action is brought by Plaintiff individually and on behalf of other
22 current and former employees of Defendant WELLNESS TMS LLC who were subject to the
23 same or similar Labor Code violations alleged herein (the "Aggrieved Employees") pursuant to
24 the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698 et seq.

25 79. Labor Code § 2699(a) authorizes an aggrieved employee to bring a civil action
26 personally and on behalf of other current or former employees to recover civil penalties for Labor
27 Code violations, where the applicable statutes provide for civil penalties to be assessed and
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1 collected by the Labor and Workforce Development Agency ("LWDA") but the LWDA does not
2 take action.

3 80. Labor Code § 2699(c) defines "aggrieved employee" as "any person who was
4 employed by the alleged violator and against whom one or more of the alleged violations was
5 committed."

6 81. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2699(c)
7 because she was employed by Defendants and Defendants committed Labor Code violations
8 against her as alleged herein.

9 82. This PAGA cause of action is brought solely against Wellness TMS LLC. Plaintiff
10 does not seek PAGA penalties against Bella Vida TMS LLC, Frederick David Quindt V, Brittany
11 Cavicchioni, or the DOE Defendants.

12 83. The Aggrieved Employees worked for Defendant WELLNESS TMS LLC in the
13 State of California at various times during the applicable statutory period, which is one year prior
14 to the date of the PAGA notice through the present.

15 84. On or about May 9, 2025, Plaintiff provided written notice to the LWDA and to
16 Defendants of the specific provisions of the Labor Code alleged to have been violated, pursuant
17 to Labor Code § 2699.3. The LWDA notice included the facts and theories supporting the
18 violations, as required by statute.

19 85. Pursuant to Labor Code § 2699.3(a)(2)(A), more than sixty-five (65) calendar days
20 have elapsed since Plaintiff mailed the written notice to the LWDA, and the LWDA has not
21 notified Plaintiff of its intent to investigate the alleged violations. Accordingly, Plaintiff is
22 authorized to commence this civil action pursuant to Labor Code § 2699(a).

23 86. As set forth in detail above, Defendant WELLNESS TMS LLC has violated
24 numerous provisions of the California Labor Code with respect to Plaintiff and the Aggrieved
25 Employees, including but not limited to:

- 26 (a) Labor Code § 226(a) (failure to provide accurate itemized wage statements);
27 (b) Labor Code § 226.8 (willful misclassification of employees as independent
28 contractors);

1 (c) Labor Code § 1102.5 (retaliation in violation of whistleblower protections);

2 (d) Other provisions of the Labor Code as may be revealed through discovery.

3 87. As a result of Defendants' Labor Code violations alleged herein, Plaintiff and the
4 Aggrieved Employees are entitled to civil penalties pursuant to Labor Code § 2699(f) and §
5 2699(a).

6 88. Pursuant to Labor Code § 2699(f)(2), for each violation of Labor Code provisions
7 cited in Labor Code § 2699.5, Plaintiff and the Aggrieved Employees are entitled to civil
8 penalties in the amount of one hundred dollars (\$100) for each aggrieved employee per pay
9 period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per
10 pay period for each subsequent violation.

11 89. The specific Labor Code violations alleged herein that are subject to civil penalties
12 under Labor Code § 2699(f) include violations of Labor Code §§ 226(a) and 1102.5.

13 90. Pursuant to Labor Code § 2699(a), for violations not covered by § 2699(f),
14 Plaintiff and the Aggrieved Employees are entitled to civil penalties as authorized by the specific
15 Labor Code sections violated, including but not limited to:

16 (a) Penalties pursuant to Labor Code § 226(a) for failure to provide accurate itemized
17 wage statements;

18 (b) Penalties pursuant to Labor Code § 226.8 for willful misclassification;

19 (c) Penalties pursuant to Labor Code § 558 for violations of IWC orders; and

20 (d) Any other penalties authorized by law.

21 91. Under Labor Code § 2699(i), civil penalties recovered by aggrieved employees
22 shall be distributed as follows: 65 percent to the LWDA and 35 percent to the aggrieved
23 employees.

24 92. Plaintiff and the Aggrieved Employees seek civil penalties for all violations of the
25 Labor Code alleged herein, in amounts to be proven at trial.

26 93. Pursuant to Labor Code § 2699(g)(1), Plaintiff is entitled to recover her reasonable
27 attorneys' fees and costs incurred in this action.

28 **PRAYER FOR RELIEF**

1 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
2 follows:

- 3 1. For compensatory damages, including but not limited to, lost wages, earnings,
4 commissions, retirement benefits, and other employee benefits, and all other sums
5 of money, together with interest on these amounts, according to proof;
- 6 2. For restitution of all wages owed, according to proof;
- 7 3. For disgorged profits due to unlawful business practices engaged in which violate
8 Business & Professions Code § 17200, et seq.;
- 9 4. For general damages for mental pain and anguish and emotional distress and loss of
10 earning capacity, according to proof;
- 11 5. For punitive and exemplary damages in an amount commensurate with Defendants'
12 ability to pay and to deter future conduct, according to proof;
- 13 6. For an order for injunctive relief as the Court deems appropriate;
- 14 7. For an award of all applicable statutory damages, civil penalties, and PAGA
15 penalties pursuant to Labor Code §§ 226, 226.8, 1102.5(f), 2699, and other
16 applicable statutes;
- 17 8. For civil penalties against Wellness TMS LLC only, pursuant to Labor Code § 2699
18 et seq. for violations of Labor Code §§ 226(a), 226.8, 1102.5, and other applicable
19 provisions, to be distributed 65% to the LWDA and 35% to the aggrieved
20 employees;
- 21 9. For prejudgment interest on each of the foregoing at the legal rate from the date the
22 obligation became due through the date of judgment in this matter;
- 23 10. For attorneys' fees, including litigation expenses, and costs of suit incurred herein
24 pursuant to statutes including, but not limited to, Government Code section
25 12965(b) and Labor Code sections 218.5, 1194, 2699(g)(1), and other applicable
26 law;
- 27 11. For such other and further relief as the Court may deem just and proper.
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HALAVI LAW, INC.

DATED: November 24, 2025

By: 

NAVEED HALAVI
Attorney for Plaintiff
JOLENE CHACON

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PLAINTIFF'S DEMAND FOR JURY TRIAL

Plaintiff JOLENE CHACON hereby demands a trial by jury.

HALAVI LAW, INC.

DATED: November 24, 2025

By: _____



NAVEED HALAVI
Attorney for Plaintiff
JOLENE CHACON