

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Chase M. Stern (SBN 290540)
chase.stern@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

SABRINA NELSON, individually, and on behalf
of the State of California and other aggrieved
persons,

Plaintiff,

v.

BOHICA INVESTMENTS LLC, a California
limited liability company; CARDIFF HEALTH
SERVICES, LLC, a California limited liability
company; MAVEN BEHAVIORAL HEALTH
LLC, a California limited liability company; LA
COSTA RECOVERY LLC, a California limited
liability company; SO CAL RECOVERY
CENTERS DP LLC, a California limited liability
company; SO CAL RECOVERY CENTERS
ENCINITAS, LLC, a California limited liability
company; SOUTHERN CALIFORNIA
RECOVERY CENTERS OCEANSIDE, LLC, a
California limited liability company;
CARLSBAD MENTAL HEALTH SERVICES
LLC, a California limited liability company;
SAN DIEGO MENTAL HEALTH, LLC, a
California limited liability company; HARBOR
HEALTH LLC, a California limited liability
company; SCRC DANA POINT LLC, a
California limited liability company; IMS
SERVICES LLC, a California limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By G. Rodriguez ,Deputy Clerk

Case No.: 26CU006425C

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

1 Plaintiff SABRINA NELSON (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants BOHICA INVESTMENTS LLC,
6 CARDIFF HEALTH SERVICES, LLC, MAVEN BEHAVIORAL HEALTH LLC, LA COSTA
7 RECOVERY LLC, SO CAL RECOVERY CENTERS DP LLC, SO CAL RECOVERY
8 CENTERS ENCINITAS, LLC, SOUTHERN CALIFORNIA RECOVERY CENTERS
9 OCEANSIDE, LLC, CARLSBAD MENTAL HEALTH SERVICES LLC, SAN DIEGO
10 MENTAL HEALTH, LLC, HARBOR HEALTH LLC, SCRC DANA POINT LLC, IMS
11 SERVICES LLC, and DOES 1 through 10 (“Defendants”) for civil penalties under the Private
12 Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”) stemming from
13 Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime wages),
14 failure to provide legally compliant meal periods and related meal period premiums, failure to
15 authorize and permit rest periods and related rest period premiums, failure to pay all earned wages
16 twice per month, failure to maintain accurate records of hours worked and meal periods, failure to
17 timely pay final wages at termination, failure to furnish accurate wage statements, and
18 recordkeeping requirement violations.

19 2. For over 50 years, California’s courts and legislature have recognized that this
20 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
21 Wages are not ordinary debts. Because of the economic position of the average worker and his or
22 her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that
23 employees are promptly paid the minimum/overtime wages that the Legislature has required for
24 employees. So fundamental are California’s wage-and-hour laws that the Legislature has
25 criminalized certain types of violations. In extending extra protection to deter violations of these
26 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
27 other damages other than civil penalties—California has enacted the PAGA to permit an individual
28 to bring an action for PAGA penalties only, which is the precise and sole nature of this action.

1 3. All California employees during the relevant statutes of limitations who are or were
2 harmed by Defendants' illegal practices are "Aggrieved Employees." The Aggrieved Employees
3 worked for Defendants as hourly-paid or non-exempt employees within the applicable statutory
4 period.

5 4. Plaintiff brings this action against Defendants seeking only to recover penalties on
6 behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of
7 California. Plaintiff does not seek to recover anything other than penalties as permitted by
8 California Labor Code § 2699 at this time. To the extent that statutory violations are mentioned
9 for wage violations, Plaintiff does not seek underlying general and/or special damages for those
10 violations, but simply penalties as permitted by California Labor Code § 2699, declaratory relief,
11 and injunctive relief for herself, and all Aggrieved Employees as permitted by the PAGA.

12 5. Defendants own/owned and operate/operated an industry, business, and
13 establishment within the State of California. As such and based upon all the facts and
14 circumstances incident to Defendants' business in California, Defendants are subject to the
15 California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and
16 the California Business & Professions Code.

17 6. On information and belief, Defendants, and each of them, were on actual and
18 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
19 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
20 willful and deliberate.

21 7. At all relevant times, Defendants were and are legally responsible for all of the
22 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
23 foregoing paragraphs as the employers of Plaintiff and the Aggrieved Employees. Further,
24 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
25 the doctrine of "respondeat superior".

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THE PARTIES

A. Plaintiff

8. Plaintiff SABRINA NELSON is a California resident who worked for Defendants in California as an hourly-paid, non-exempt employee from approximately February 2025 to approximately August 2025.

B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendants BOHICA INVESTMENTS LLC, CARDIFF HEALTH SERVICES, LLC, MAVEN BEHAVIORAL HEALTH LLC, LA COSTA RECOVERY LLC, SO CAL RECOVERY CENTERS DP LLC, SO CAL RECOVERY CENTERS ENCINITAS, LLC, SOUTHERN CALIFORNIA RECOVERY CENTERS OCEANSIDE, LLC, CARLSBAD MENTAL HEALTH SERVICES LLC, SAN DIEGO MENTAL HEALTH, LLC, HARBOR HEALTH LLC, SCRC DANA POINT LLC, IMS SERVICES LLC, and DOES 1 through 10 is and at all times herein mentioned was:

- (a) A business entity qualified to do business and actually conducting business in numerous counties throughout the State of California, including in San Diego County; and,
- (b) The former employer of Plaintiff and the current and/or former employer of the Aggrieved Employees because Defendants BOHICA INVESTMENTS LLC, CARDIFF HEALTH SERVICES, LLC, MAVEN BEHAVIORAL HEALTH LLC, LA COSTA RECOVERY LLC, SO CAL RECOVERY CENTERS DP LLC, SO CAL RECOVERY CENTERS ENCINITAS, LLC, SOUTHERN CALIFORNIA RECOVERY CENTERS OCEANSIDE, LLC, CARLSBAD MENTAL HEALTH SERVICES LLC, SAN DIEGO MENTAL HEALTH, LLC, HARBOR HEALTH LLC, SCRC DANA POINT LLC, IMS SERVICES LLC, suffered and permitted Plaintiff and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

1 10. Plaintiff does not know the true names or capacities of the persons or entities sued
2 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
3 of the Doe Defendants was in some manner legally responsible for the damages suffered by
4 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to
5 set forth the true names and capacities of these Defendants when they have been ascertained,
6 together with appropriate charging allegations, as may be necessary.

7 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
8 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
9 injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
10 California.

11 12. Plaintiff is informed and believes and thereon alleges that at all relevant times each
12 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
13 other employees and exercised control over their wages, hours, and working conditions. Plaintiff
14 is informed and believes and thereon alleges that, at all relevant times, each Defendant was the
15 principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary,
16 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of
17 the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise
18 for profit, and bore such other relationships to some or all of the other Defendants so as to be liable
19 for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and
20 thereon alleges that each Defendant acted pursuant to and within the scope of the relationships
21 alleged above, that each Defendant knew or should have known about, and authorized, ratified,
22 adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

23 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

24 13. Plaintiff worked for Defendants in California as an hourly-paid, non-exempt
25 employee from approximately February 2025 to approximately August 2025. During Plaintiff's
26 employment for Defendants, Defendants paid Plaintiff an hourly wage and classified him as non-
27 exempt from overtime. Defendants typically scheduled Plaintiff to work at least five days in a

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workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and more than forty (40) hours in a workweek.

14. In or about approximately August 2025, Defendants provided Plaintiff with a last wage statement, which failed to provide Plaintiff with timely final wages, failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with all required meal period premiums at Plaintiff's regular rate of pay, and failed to provide Plaintiff with all required meal rest premiums at Plaintiff's regular rate of pay.

15. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendants terminated his employment, and failed to furnish accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

A. Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

16. Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

17. In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

18. Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

19. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight

time, and overtime wages. Defendants required Plaintiff and the Aggrieved Employees to work “off-the-clock”, uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to perform work prior to clocking in for the workday, during legally mandated meal periods, and after clocking out for the workday. Defendants also regularly used a system of time rounding and/or synthetic timekeeping that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendants’ operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Much of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

20. Throughout the statutory period, Defendants wrongfully failed to include non-discretionary bonuses, commissions, incentive pay, production pay, performance pay, and/or shift differentials in the calculation of Plaintiff’s and other Class Members’ regular rate of pay used to calculate their overtime rate for the payment of overtime wages. Plaintiff and other Class Members earned non-discretionary bonuses, commissions, incentive pay, production pay, performance pay, and/or shift differentials and overtime wages in the same pay periods where they worked overtime hours. Accordingly, Defendants failed to compensate Plaintiff and the Class for all overtime compensation they were owed.

B. Failure to Provide Meal Periods

21. Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

22. Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free meal periods. Defendants regularly, but not always, required Plaintiff and the Aggrieved

1 Employees to work in excess of five consecutive hours a day without providing a 30-minute,
2 uninterrupted, and duty-free meal period for every five hours of work, or without compensating
3 Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the
4 fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over
5 Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform
6 work tasks which could not be completed without working in lieu of taking mandatory meal
7 periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period.
8 Defendants also never informed Plaintiff of his right to, nor permitted him to take, a second meal
9 period when Plaintiff worked at least ten hours of work in a workday. Accordingly, Defendants'
10 policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in
11 compliance with California law.

12 23. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
13 additional wages for each workday he or she was not provided with all required meal period(s).
14 Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional
15 wages to which they were entitled for meal periods that were not provided.

16 **C. Failure to Authorize and Permit Rest Periods**

17 24. Employers are required by California law to authorize and permit breaks of ten
18 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
19 two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the
20 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
21 a violation of California's rest break laws.

22 25. Throughout the statutory period, Defendants have wrongfully failed to authorize
23 and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods.
24 Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four
25 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
26 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),
27 or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not
28 authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the

1 Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which
2 could not be completed without working in lieu of taking mandatory rest periods, or by denying
3 Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants'
4 policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take
5 rest periods in compliance with California law.

6 26. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
7 additional wages for each workday he or she was not authorized and permitted to take all required
8 rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees
9 the additional wages to which they were entitled for rest periods and that they were not authorized
10 and permitted to take.

11 **D. Failure to Pay All Earned Wages Twice Per Month**

12 27. Based on Defendants' failure to pay Plaintiff and the Aggrieved Employees for all
13 wages as discussed above, Defendants also violated Labor Code § 204.

14 28. Labor Code § 204 requires employers to pay employees all earned wages two times
15 per month. Throughout the statute of limitations period applicable to this cause of action,
16 employees were entitled to be paid twice a month at their regular rates, including all meal period
17 premium wages owed, rest period premium wages owed, and wages owed for overtime hours
18 worked. However, during all such times, Defendants systematically failed and refused to pay the
19 employees all wages due, and failed to pay those wages twice a month, in that employees were not
20 paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not
21 authorized and permitted by Defendants, and all wages for all hours worked. As a result,
22 Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the
23 Aggrieved Employees suffered damages in those amounts.

24 **E. Failure to Maintain Accurate Records of Hours Worked and Meal Periods**

25 29. Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to
26 California Labor Code § 1174.5, any person, including any entity, employing labor who willfully
27 fails to maintain accurate and complete records required by California Labor Code § 1174 is subject
28 to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall

1 keep time records showing when the employee begins and ends each work period. Meal periods
2 and total hours worked daily shall also be recorded

3 30. Defendants, however, failed to maintain accurate records of hours worked and all
4 meal periods taken or missed by Plaintiff and the Aggrieved Employees.

5 31. Defendants' failure to provide and maintain records required by the California
6 Labor Code and applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the
7 ability to know, understand and question the accuracy and frequency of meal periods, and the
8 accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the
9 Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
10 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the
11 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use
12 and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
13 seeking to compel Defendants to fully perform their obligations under state law, all to their
14 respective damage in amounts according to proof at trial. As a result of Defendants' knowing
15 failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and
16 the Aggrieved Employees also have suffered an injury in that they were prevented from knowing,
17 understanding, and disputing the wage payments paid to them.

18 **F. Failure to Timely Pay All Wages at Termination**

19 32. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
20 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if
21 an employee voluntarily leaves his or her employment, his or her wages shall become due and
22 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
23 two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled
24 to his or her wages at the time of quitting.

25 33. Within the applicable statute of limitations, the employment of Plaintiff and many
26 other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the
27 employment of others will be terminated. However, during the relevant period, Defendants failed,
28 and continue to fail, to pay Plaintiff and other terminated Aggrieved Employees, without

1 abatement, all wages required to be paid by Labor Code §§ 201 and 202 either at the time of
2 discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These
3 unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime
4 wages), unpaid meal period premium wages, and unpaid rest period premium wages.

5 34. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203
6 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202,
7 then the wages of the employee shall continue as a penalty wage from the due date, and at the same
8 rate until paid or until an action is commenced; but the wages shall not continue for more than
9 thirty (30) days.

10 35. Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from
11 Defendants their additionally accruing wages for each day they were not paid, at their regular
12 hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

13 **G. Failure to Furnish Accurate Itemized Wage Statements**

14 36. Labor Code § 226(a) provides that every employer shall furnish each of his or her
15 employees an accurate itemized wage statement in writing showing nine pieces of information,
16 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
17 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
18 deductions, provided that all deductions made on written orders of the employee may be aggregated
19 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
20 employee is paid, (7) the name of the employee and the last four digits of his or her social security
21 number or an employee identification number other than a social security number, (8) the name
22 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
23 during the pay period and the corresponding number of hours worked at each hourly rate by the
24 employee. An employee is presumed to suffer an injury if this information is missing. (Labor
25 Code § 226(e)(2)(B)(iii).)

26 37. The statute further provides: "An employee suffering injury as a result of a knowing
27 and intentional failure by an employer to comply with subdivision (a) is entitled to recover the
28 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation

occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Labor Code § 226(e)(1).)

38. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

39. Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) dollars per employee.

FIRST CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq.)

40. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though fully set forth herein.

41. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable IWC Orders.

42. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

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43. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code § 2699.3. On October 24, 2025, Plaintiff gave written notice by online filing to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and other current and former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-1120321-25.

44. The statute of limitations is tolled while a plaintiff exhausts his administrative remedies with California's LWDA prior to suit, which is required by the statute. (*See* Labor Code § 2699.3(d).)

45. More than sixty-five (65) days has elapsed since Plaintiff provided notice, but the LWDA has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

46. Based on the conduct described in this complaint, Plaintiff is entitled to an award of civil penalties, individually, on behalf of the State of California, and on behalf of all similarly situated Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

47. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiff, individually, on behalf of the State of California, and on behalf of all similarly situated Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

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1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to timely pay final wages at termination, and failing to furnish accurate wage statements.

2. An award of civil penalties on behalf of Plaintiff, individually, on behalf of the State of California, and on behalf of all similarly situated Aggrieved Employees pursuant to PAGA;

3. Pre-judgment and post-judgment interest at the maximum rate allowed;

4. Attorneys' fees and costs reasonably incurred;

5. Injunctive and declaratory relief to the extent allowed by PAGA; and

6. Such other and further relief that the Court deems proper.

Respectfully submitted,

Dated: February 5, 2026

WILSHIRE LAW FIRM

By:

Benjamin H. Haber

Daniel J. Kramer

Chase M. Stern

Attorneys for Plaintiff