

SHAFIEL A. KARIM (SBN 291725)
LAW OFFICE OF SHAFIEL A. KARIM, P.C.
1154 East Wardlow Road
Long Beach, California 90807
Telephone: (562) 653-6850
Email: shafiel@skarimlaw.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/09/2026 9:28 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Gonzalez, Deputy Clerk

Attorney for Plaintiff Brandy Fernandez, an individual, on behalf of herself and all other aggrieved employees, and the State of California, pursuant to the Private Attorney General Act of 2004

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES—POMONA COURTHOUSE**

BRANDY FERNANDEZ, an individual, on behalf of herself and all other aggrieved employees and the State of California, pursuant to the Private Attorney General Act of 2004,

Plaintiff,

v.

SAN GABRIEL VALLEY PERINATAL MEDICAL GROUP, INC., a California corporation, and DOES 1-25, inclusive,

Defendants.

Case No.: 26PSCV00088

**COMPLAINT FOR ENFORCEMENT OF
THE CALIFORNIA LABOR CODE UNDER
THE PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

INTRODUCTION

Plaintiff BRANDY FERNANDEZ, an individual, on behalf of herself, the aggrieved employees of Defendants SAN GABRIEL VALLEY PERINATAL MEDICAL GROUP, INC. and DOES 1-25, inclusive (collectively, “Defendants”), and the State of California, pursuant to the Private Attorney General Act of 2004 brings this lawsuit against Defendants for the enforcement of the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.) (“PAGA”).

PARTIES

1. Plaintiff BRANDY FERNANDEZ (“Plaintiff”) is an individual resident of the County of Los Angeles, State of California. From on or around March 14, 2025 to July 18, 2025 (“Employment Period”), Plaintiff was employed by Defendants as Medical Assistant in the County of Los Angeles, State of California.

2. Defendant SAN GABRIEL VALLEY PERINATAL MEDICAL GROUP, INC. (“SGVPMG”) is a California corporation. SGVPMG’s agent for service of process is Steven Byrne, Esq. located at 139 East Olive Avenue, Second Floor, Monrovia, California 91016. At all relevant times, SGVPMG’s principal place of business was located in this judicial district.

3. Plaintiff is unaware of the true names and capacities of all defendants. Plaintiff sues those unknown defendants by their fictitious names, DOES 1-25, inclusive. Plaintiff will seek leave to amend this Complaint for Enforcement of the California Labor Code Under the Private Attorneys General Act of 2004 (“Complaint”) once their true and correct names are ascertained.

4. Upon information and belief, at all relevant times, one or more of each of the named Defendants, or all of them, were in some fashion—by contract or otherwise—the managing agents, predecessors, affiliates, alter egos, assigns, joint venturers, co-venturers, and/or partners of one or more of the remaining and/or unnamed defendants, and was acting within that capacity.

5. Upon information and belief, at all relevant times, one or more the remaining named and/or unnamed defendants are the successors of one or more of the remaining named and/or unnamed defendants. Such successors are liable for the transactions, occurrences, series of transactions, and/or Plaintiff’s and/or the aggrieved employees’ damages and injuries arising from the same extent of those successors’ predecessors.

6. Upon information and belief, at all relevant times, Defendants were and/or are the alter egos of all defendants in this pending civil action. Defendants each acted for their own benefit and/or the benefit of one or more of the remaining named and/or unnamed defendants. Defendants were acting on behalf of each other in the establishment, ratification, and/or execution of the illegal employment practices and policies described in this Complaint.

FACTUAL ALLEGATIONS

13. From March 14, 2025 to July 18, 2025 (“Employment Period”), SGVPMG employed Plaintiff as a full-time Medical Assistant, a non-exempt hourly position; her initial and final rate of pay was \$18.50 per hour. Plaintiff’s job duties including taking patient vital statistics and assist physicians with medical procedures.

14. SGVPMG required Plaintiff to use her personal cell phone for work. In particular, SGVPMG required Plaintiff to receive and respond to group text message threads with her superiors and co-workers to schedule future work shifts. SGVPMG did not reimburse Plaintiff for being required to use her personal cell phone for work. SGVPMG also did not pay her for the off-the-clock work she performed by being required to receive, review, and reply to those group text message threads. Because SGVPMG required Plaintiff, a full-time employee, to perform off-the-clock work without any pay, SGVPMG also failed/refused to pay her overtime when she worked more than eight hours in a workday or 40-hours in a workweek.

15. During the Employment Period, SGVPMG did not authorize or permit Plaintiff to take an uninterrupted duty-free meal period after each five hours of work when she worked more than six hours in a workday. Instead, SGVPMG authorized/permitted Plaintiff to take a meal period approximately one hour to 90 minutes before her eight hour shift was scheduled to end. On these occasions, SGVPMG did not pay Plaintiff a meal period wage.

16. During the Employment Period, SGVPMG also did not authorize or permit Plaintiff to take an uninterrupted duty-free rest period after every four hours of work or major fraction thereof. SGVPMG did not pay Plaintiff a rest period wage on these occasions either.

17. From July 7, 2025 to July 15, 2025, Plaintiff notified SGVPMG that she was sick and that she would be unable to work. SGVPMG did not pay Plaintiff any paid sick time her sick leave.

18. SGVPMG did not furnish Plaintiff with accurate and/or sufficiently itemized wage statements during the Employment Period. In particular, SGVPMG did not include Plaintiff’s earned but unpaid off-the-clock wages, off-the-clock overtime, meal period wages, rest period wages, and/or paid sick leave.

20. On July 30, 2025, Plaintiff requested her payroll records and personnel file from SGVPMG via email. The last day for SGVPMG to produce Plaintiff's payroll records and personnel file was August 20, 2025 and September 3, 2025, respectively. To-date, SGVPMG failed and/or refused to produce Plaintiff's payroll records or personnel file.

21. As a courtesy, on September 4, 2025, Plaintiff's counsel served a second request for her payroll records and personnel file, and served the request via Certified Mail, Return Receipt Requested. The United States Postal Service delivered the letter to SGVPMG on September 8, 2025. SGVPMG's last day to produce Plaintiff's payroll records and personnel file was September 25, 2025 and October 8, 2025, respectively. To-date, SGVPMG failed and/or refused to produce Plaintiff's payroll records or personnel file.

PAGA ALLEGATIONS

22. Plaintiff is informed and believes that from November 4, 2024 to the present (“PAGA Period”), SGVPMG required the aggrieved employees to use their personal cell phones for work. In particular, SGVPMG required the aggrieved employees to receive and respond to group text message threads with superiors and co-workers to schedule future work shifts. SGVPMG did not reimburse the aggrieved employees for being required to use their personal cell phones for work. SGVPMG also did not pay the aggrieved employees for the off-the-clock work. Because SGVPMG required full-time aggrieved employees to perform off-the-clock work without any pay, SGVPMG also failed/refused to pay them overtime when they worked more than eight hours in a workday or 40-hours in a workweek.

23. Upon information and belief, during the PAGA Period, SGVPMG did not authorize or permit the aggrieved employees to take uninterrupted duty-free meal period after each five hours

1 of work when the aggrieved employees worked more than six hours in a workday. Instead,
2 SGVPMG authorized/permitted aggrieved employees to take a meal period approximately one
3 hour to 90 minutes before their eight hour shift was scheduled to end. On these occasions,
4 SGVPMG did not pay the aggrieved employees a meal period wage.

5 24. Upon information and belief, during the PAGA Period, SGVPMG did not authorize
6 or permit the aggrieved employees to take uninterrupted duty-free rest periods after every four
7 hours of work or major fraction thereof. SGVPMG did not pay the aggrieved employees a rest
8 period wage on those occasions.

9 25. Since SGVPMG required the aggrieved employees to perform off-the-clock work to
10 receive, review, and reply to text messages and because the aggrieved employees were required to
11 work through their meal and/or rest periods during the PAGA Period, upon information and belief,
12 the aggrieved employees worked more than eight hours in a workday and 40-hours in a workweek.
13 But SGVPMG did not pay the aggrieved employees overtime pay for their respective off-the-clock
14 overtime work.

15 26. Upon information and belief, during the PAGA Period, SGVPMG did not pay the
16 aggrieved employees sick pay even though they had accrued sick pay under California law.

17 27. Upon information and belief, SGVPMG did not furnish the aggrieved employees
18 with accurate and/or sufficiently itemized wage statements during the PAGA Period. In particular,
19 SGVPMG did not include the aggrieved employees' respectively earned but unpaid off-the-clock
20 wages, off-the-clock overtime pay, meal period wages, rest period wages, and/or paid sick leave.

21 28. Upon information and belief, during the PAGA Period, SGVPMG did not pay a
22 subset of the aggrieved employees all of their respectively earned but unpaid wages—inclusive of
23 their off-the-clock work, meal and rest period wages, and sick pay—immediately thereafter or 72-
24 hours thereafter when they were terminated and/or voluntarily quit. To-date, SGVPMG has not
25 paid the aggrieved employees their respectively earned but unpaid wages.

26 29. Upon information and belief, during the PAGA Period, a subset of the aggrieved
27 employees requested their respective payroll records and/or personnel file from SGVPMG.
28 SGVPMG failed and/or refused to timely produce those payroll records or personnel file.

ADMINISTRATIVE EXHAUSTION

30. On October 28, 2025, Plaintiff electronically notified the California Labor Workforce Development Agency (“LWDA”) of Defendants’ Labor Code violations during the PAGA Period and served SGVPMG a copy of the letter via Certified Mail the same day.

31. On October 30, 2025, the United States Postal Service delivered the October 28, 2025 letter to SGVPMG.

32. The last day for LWDA to notify Plaintiff of its intent to investigate her claims was December 27, 2025. LWDA has not notified Plaintiff of its intent to investigate her claims.

FIRST CAUSE OF ACTION

Violation of Private Attorney General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.)

33. Plaintiff repeats and incorporates by reference all previous allegations and further alleges the following:

34. PAGA permits LWDA to assess and collect civil penalties under PAGA for violating California’s Labor Code. PAGA also permits an aggrieved employee like Plaintiff to recover civil penalties, in a civil action, on behalf of herself, the other aggrieved employees, and the State of California, pursuant to the procedures enumerated in Labor Code section 2699.3.

35. A civil action that alleges a PAGA cause of action may be brought by an “aggrieved employee.” An “aggrieved employee” is any person that was employed by the alleged violator against whom one or more of the alleged violations was committed. Plaintiff is an “aggrieved person” under PAGA.

36. Minimum Wage Violations. Defendants violated Labor Code sections 1182.12, 8 CCR 11040(4), and MW-2025 for requiring Plaintiff and the aggrieved employees to perform off-the-clock work without any compensation during the PAGA Period.

37. Secret Payment of Wages. Defendants violated Labor Code section 223 because Plaintiff and the aggrieved employees were required to work off-the-clock without any compensation, which was secretly less than the prevailing minimum wage during the PAGA Period.

1 38. Regular Rate of Pay Miscalculation. Defendants miscalculated Plaintiff's and the
2 aggrieved employees' respective regular rates of pay because they did not include commissions
3 (i.e., "bonuses" or "product bonuses") or overtime pay in their calculations.

4 39. Overtime Violations. Defendants violated Labor Code section 510 by not paying
5 Plaintiff and the aggrieved employees one-and-one-half times their respective regular rates of pay
6 when they worked more than eight hours in a workday, 40-hours in a workweek, and/or seven
7 consecutive days in a workweek during the PAGA Period.

8 40. Meal Period Violations. Defendants violated Labor Code section 226.7, 512, 1198,
9 1199, and 8 CCR 11040(11) for not authorizing and/or permitting Plaintiff and the aggrieved
10 employees to take timely, 30-minute uninterrupted duty-free meal periods after each five hours of
11 work during the PAGA Period. Defendants further violated Labor Code sections 226.7, 512 1198,
12 1199, and 8 CCR 11040(11) by not paying Plaintiff and the aggrieved employees a meal period
13 wage during the PAGA Period.

14 41. Rest Period Violations. Defendants violated Labor Code section 226.7, 1198, 1199,
15 and 8 CCR 11040(12) for not authorizing and/or permitting Plaintiff and the aggrieved employees
16 to take timely, 10-minute uninterrupted duty-free rest periods after each four hours of work or
17 major fraction thereof during the PAGA Period. Defendants further violated Labor Code sections
18 226.7, 1198, 1199, and 8 CCR 11040(12) by not paying Plaintiff and the aggrieved employees a
19 rest period wage during the PAGA Period.

20 42. Failure to Pay Wages Due Upon Separation. Defendants violated Labor Code
21 sections 201-203 because Defendants failed and/or refused to timely pay Plaintiff and the
22 aggrieved employees all of their earned but unpaid wages upon termination and/or voluntary
23 resignation during the PAGA Period.

24 43. Failure to Reimburse Necessary Business Expenses. Defendants violated Labor
25 Code sections 2800-2802 because Defendants failed and/or refused to reimburse Plaintiff and the
26 aggrieved employees for all necessary business expenses, including but not limited to necessary
27 business expenses associated with personal cell phone usage for work purposes, that Plaintiff
28 and/or the aggrieved employees incurred on behalf of Defendants during the PAGA Period.

1 44. Wage Statement Violations. Defendants violated Labor Code sections 226 and
2 226.3 by failing and/or refusing to furnish Plaintiff and the aggrieved employees with accurate and
3 sufficiently itemized wage statements during the PAGA Period. During the PAGA Period,
4 Plaintiff, and upon information and belief, the aggrieved employees were confused by Defendants'
5 inaccurate and insufficiently itemized wage statements.

6 45. Failure to Maintain Accurate Records. Defendants violated Labor Code section
7 1174 and 2 CCR 11040(7) because they failed to maintain accurate records enumerating Plaintiff's
8 and the aggrieved employees' respective total hours worked and applicable rates of pay during the
9 PAGA Period.

10 46. Failure to Produce Payroll Records. Defendants violated Labor Code section 226
11 because they failed to timely produce Plaintiff's and a subset of the aggrieved employees' payroll
12 records upon valid written request.

13 47. Failure to Produce Personnel File. Defendants violated Labor Code section 226 and
14 1198.5 because they failed to timely produce Plaintiff's and a subset of the aggrieved employees'
15 personnel files upon valid written request.

16 48. Defendants' myriad Labor Code violations make it liable to Plaintiff and the
17 aggrieved employees for civil penalties under PAGA.

18 49. Plaintiff complied with PAGA's administrative exhaustion requirements.
19 Defendants failed to cure and provide notice within the PAGA statutory period. LWDA did not
20 investigate Plaintiff's claims within the PAGA statutory period.

21 50. Defendants are liable to Plaintiff and the aggrieved employees for civil penalties
22 under PAGA for the Labor Code violations alleged in the Complaint.

23 51. Plaintiff seeks to recover those civil penalties in the amounts set forth in each statute
24 allegedly violated in the Complaint, for all statutes that lack a specified penalty, and seeks default
25 penalties under PAGA.

26 52. Plaintiff also seeks an award of reasonable attorney's fees and costs in connection
27 with her claims for civil penalties under PAGA.
28

PRAYER FOR RELIEF

53. Plaintiff requests the following:

- A. Civil penalties in an amount to be proven at trial;
- B. Accrued interest at the maximum legal rate in an amount to be proven at trial;
- C. Reasonable attorney's fees and costs;
- D. All other remedies this Court deems just and proper.

LAW OFFICE OF SHAFIEL A. KARIM, P.C.



Date: January 8, 2026

Shafiel A. Karim

Attorney for Plaintiff Brandy Fernandez, an individual, on behalf of herself and all others aggrieved employees and the State of California pursuant to the Private Attorney General Act of 2004