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10 as an Aggrieved Employee, and on behalf of all other

11 Aggrieved Employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF SAN BERNARDINO**

14 MANYULI MEDINA, as an Aggrieved
15 Employee, and on behalf of all other
16 Aggrieved Employees under the Labor Code
17 Private Attorneys' General Act of 2004,

18 Plaintiff

19 v.

20 SAN ANTONIO REGIONAL HOSPITAL, a
21 California nonprofit corporation; and DOES 1
22 through 100, inclusive,

23 Defendants.

Electronically Filed
Superior Court of California
County of San Bernardino
Rancho Cucamonga District
4/24/2026 3:30 PM
By: Toni Gonzalez, DEPUTY

CASE NO.: CIVRS2603754

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiff MANYULI MEDINA, (“Plaintiff”), as an Aggrieved Employee, and on behalf of
2 all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004,
3 alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against SAN ANTONIO
7 REGIONAL HOSPITAL, a California nonprofit corporation, and any of its respective subsidiaries
8 or affiliated companies within the State of California (“SAN ANTONIO REGIONAL HOSPITAL”
9 hereinafter, collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a
10 proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on
11 behalf of Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA
12 Period. Specifically, in connection with any alleged claims for failure to comply with Labor Code
13 sections 200, 201, 202, 203, 204, 210, 226, 226.3, 432.5, 1198, and applicable Wage Orders.
14 Plaintiff seeks to represent all current and former employees that worked for Defendants during the
15 PAGA Period. On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt
16 current and former employees that worked for Defendants during the PAGA Period. Collectively,
17 these employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to
18 three years preceding the date notice was submitted to the LWDA, continuing past the date of notice
19 to the LWDA into perpetuity.

20 **PARTIES**

21 2. Plaintiff MANYULI MEDINA, (“MEDINA”) is a resident of the State of California.
22 At all relevant times herein, MEDINA is informed and believes, and based thereon alleges, that
23 Defendants employed MEDINA as a non-exempt employee. MEDINA worked as a patient access
24 representative with duties that included, but were not limited to, patient registration. Plaintiff is
25 informed and believes, and based thereon alleges, that Plaintiff MEDINA worked for Defendants
26 from approximately January of 2024 through the present.

27 3. Plaintiff is informed and believes and based thereon alleges that defendant SAN
28 ANTONIO REGIONAL HOSPITAL is, and at all times relevant hereto was, a limited liability

1 company organized and existing under and by virtue of the laws of the State of California and doing
2 business in the County of San Bernardino, State of California. At all relevant times herein, SAN
3 ANTONIO REGIONAL HOSPITAL employed Plaintiff and Aggrieved Employees within the State
4 of California.

5 4. The true names and capacities, whether individual, corporate, associate, or otherwise,
6 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
7 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
8 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
9 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
10 Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of
11 the defendants designated hereinafter as DOES when such identities become known.

12 **JOINT LIABILITY ALLEGATIONS**

13 5. Plaintiff is informed and believes, and based thereon alleges, that each defendant
14 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
15 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are
16 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
17 to "Defendants," it shall include SAN ANTONIO REGIONAL HOSPITAL, and any of its parent,
18 subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100
19 identified herein.

20 6. Plaintiff is informed and believes and based thereon alleges that all the times
21 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
22 representative, joint venture, or co-conspirator of each of the other defendants, either actually or
23 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
24 employment, joint venture, and conspiracy.

25 7. All of the acts and conduct described herein of each and every corporate defendant
26 was duly authorized, ordered, and directed by the respective and collective defendant corporate
27 employers, and the officers and management-level employees of said corporate employers. In
28 addition thereto, said corporate employers participated in the aforementioned acts and conduct of

1 their said employees, agents, and representatives, and each of them; and upon completion of the
2 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
3 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
4 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
5 aforementioned corporate employees, agents and representatives.

6 8. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
7 thereon alleges that Defendants, and each of them, are joint employers.

8 **JURISDICTION**

9 9. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
10 of Civil Procedure section 410.10.

11 10. Venue is proper in San Bernardino County, California pursuant to Code of Civil
12 Procedure sections 392, *et seq.* because, among other things, San Bernardino County is where the
13 causes of action complained of herein arose; the county in which the employment relationship
14 began; the county in which performance of the employment contract, or part of it, between Plaintiff
15 and Defendants were due to be performed; the county in which the employment contract, or part of
16 it, between Plaintiff and Defendants were actually performed; and the county in which Defendants,
17 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
18 and Aggrieved Employees in San Bernardino County, and Defendants employ Aggrieved
19 Employees in San Bernardino County.

20 **PAGA REPRESENTATIVE ALLEGATIONS**

21 11. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by
22 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even
23 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
24 recover civil penalties under PAGA, plus reasonable attorneys' fees and costs, for Plaintiff and all
25 other Aggrieved Employees of Defendants during the PAGA Period.

26 12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
27 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
28 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the

1 PAGA allegations described herein is not required.

2 13. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
3 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
4 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
5 PAGA Period.

6 14. Pursuant to Labor Code section 2699.3, on or around February 4, 2026, Plaintiff
7 provided written notice of Defendants' violation of various provisions of the Labor Code to the
8 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

9 15. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
10 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
11 calendar days of the PAGA Notice.

12 16. To the extent Defendants, or either of them, previously used the notice and cure
13 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
14 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
15 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
16 conference process pursuant to section 2699.3(f).

17 17. In the event that Defendants, or either of them, is/are determined to have satisfied
18 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
19 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
20 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

21 18. In the event that Defendants, or either of them, is/are determined to have, prior to
22 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
23 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
24 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
25 section 2699(g)(1)-(3).

26 19. In the event that Defendants, or either of them is/are deemed to have adequately taken
27 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
28 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor

1 Code section 2699(h)(1)-(3).

2 20. In the event, the LWDA and/or a court issued a finding or determination to the
3 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
4 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
5 any of them, would be subject to heightened penalties pursuant to Labor Code sections
6 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
7 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
8 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
9 as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among
10 other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any
11 of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and
12 lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

13 **FACTUAL ALLEGATIONS**

14 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew,
15 or should have known, that Plaintiff and Aggrieved Employees are entitled to receive wages for all
16 time worked, including regular, overtime, and double times wages, and that Plaintiff and Aggrieved
17 Employees were not receiving all wages owed for work that was required to be performed.

18 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
19 and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more
20 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
21 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
22 wages.

23 23. Upon information and belief, Defendants failed to accurately track and/or pay for all
24 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
25 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
26 including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete post-
27 shift duties after clocking out such as tending to patients; clock out for meal periods and continue
28 working; don and doff required uniforms and/or safety gear such as scrubs prior to starting their

1 shift; and respond to phone calls and text messages off the clock. For example, Employees received
2 text messages during meal periods or while otherwise off the clock regarding patient care and
3 scheduling.

4 24. In addition, Defendants failed to pay all overtime owed by attempting but failing to
5 properly implement an alternative workweek schedule (“AWS”), including, without limitation, by
6 failing to implement a written agreement designating the regularly scheduled alternative workweek
7 in which the specified number of work days and work hours are regularly recurring; failing to adopt
8 the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3)
9 vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures
10 prior to any AWS election; and/or failing to register an AWS election with the State of California, as
11 required by Labor Code section 511 and applicable Wage Orders.

12 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 violated, without limitation, Labor Code sections 223, 510, 511, 551, 552, 1197, 1182.12, and
14 applicable Wage Orders based on their continued failure to pay minimum and overtime wages for
15 all hours worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and
16 liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff
17 is further informed and believes, and based thereon alleges, that Defendants’ conduct above gave
18 rise to such violations and was malicious, fraudulent, or oppressive. Defendants would also be liable
19 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
20 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
21 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
23 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
24 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
25 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
26 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
27 Aggrieved Employees lawful meal periods by, without limitation, by interrupting meal periods;
28 failing to provide meal periods all together; not providing timely meal periods; requiring Plaintiff

1 and Aggrieved Employees to monitor their personal cell phones during meal periods; and failing to
2 provide second meal periods. For example, Plaintiff and Aggrieved Employees often had to respond
3 to text messages during their meal periods regarding the status of tasks or patient care. Plaintiff and
4 other Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is
5 informed and believes, and based thereon alleges, that Defendants violated Labor Code sections 512
6 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved
7 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
8 during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and
9 believes that those premium payments under Labor Code section 226.7 were not made for these
10 non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus
11 be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
12 wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and
13 for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under
14 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon allege,
15 that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or
16 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
20 including, without limitation, work over four-hour periods (or major fractions thereof) without
21 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
22 and complete ten-minute rest periods in which the employees are completely relieved of all of their
23 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
24 rest periods by, without limitation, by interrupting rest periods; requiring Employees to monitor
25 their cell phones during rest periods; not always allowing employees to leave the premises during
26 breaks; and by failing to provide rest periods all together. Plaintiff and other Aggrieved Employees
27 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
28 thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved

1 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour
2 of premium pay at their regular rate of pay for each day worked during the PAGA Period under
3 Labor Code section 226.7. However, Plaintiff is informed and believes that those premium payments
4 under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either
5 at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198.
6 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure
7 to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant
8 rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive
9 relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based
10 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
11 fraudulent, or oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor
12 Code section 2699(f)(2)(B)(ii).

13 28. As a result of, among other things, Defendants' herein-described policy or practice
14 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
15 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
16 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
17 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
18 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
19 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
20 inclusive dates of the period for which the employee is paid; the name of the employee and only the
21 last four digits of their social security number or an employee identification number other than a
22 social security number; all deductions; all applicable hourly rates in effect during the pay period and
23 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
24 address of the employer, and other such information as required by Labor Code section 226,
25 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
26 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
27 Employees and the rates of pay at which they were or should have been paid, thus resulting in a
28 failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiff

1 is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections
2 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
3 Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties
4 under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is
5 informed and believes that those penalties under Labor Code section 226 were not paid for these
6 violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant
7 to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1)
8 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
9 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus,
10 Defendants would further be liable for civil penalties pursuant to Labor Code section
11 2699(f)(2)(B)(ii).

12 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
13 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
14 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
15 failing to pay all overtime wages owed, including for failure to pay all overtime wages owed, all
16 minimum wages owed; and all premium pay owed, as set forth above, among other things.
17 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 violated Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee
19 during the PAGA Period, and thus Plaintiff and each Aggrieved Employee personally suffered these
20 violations and was owed penalties under Labor Code section 203 for each pay period worked during
21 the PAGA Period. However, Plaintiff is informed and believes that those penalties under Labor
22 Code section 203 were not made for these violations of Labor Code sections 201, 202, and 203.
23 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and
24 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Plaintiff is further informed and
25 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
26 was malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil
27 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 30. Plaintiff is informed and believes, and based thereon alleges that Defendants also
2 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
3 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for purchasing
4 uniforms, separately laundering mandatory uniforms, and the use of personal cellular phones in
5 direct consequence of the discharge of their duties, or of their obedience to the directions of
6 Defendants, as required by Labor Code sections 1198, 2800, 2802, and other statutory and common
7 law offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these
8 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
9 costs incurred in furtherance of work duties. Defendants would thus be liable for civil penalties
10 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
11 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
12 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
13 Defendants would further be liable for civil penalties pursuant to Labor Code section
14 2699(f)(2)(B)(ii).

15 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
16 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
17 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
18 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
19 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
20 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
21 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
22 and other Aggrieved Employees all wages owed every day and every workweek in accordance with
23 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,
24 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees
25 have personally suffered these violations. As such, Defendants would be liable for civil penalties
26 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
27 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that
28 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or

1 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
2 section 2699(f)(2)(B)(ii).

3 32. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
4 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
5 statements and similar payroll documents under Labor Code section 226, documents signed to
6 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
7 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
8 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff
9 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
10 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
11 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
12 1174.5, and 2699. Plaintiff is further informed and believes, and based thereon alleges, that
13 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
14 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
15 2699(f)(2)(B)(ii).

16 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 required or require the execution of a release of claim or right on account of wages due, or to become
18 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
19 being paid, to execute a statement of the hours worked during a pay period in which Defendants
20 knew to be false. As such, Plaintiff is informed and believes and based thereon alleges that
21 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved
22 Employees have personally suffered these violations. Plaintiff is further informed and believes, and
23 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
24 malicious, fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to
25 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
26 Defendants would further be liable for civil penalties pursuant to Labor Code section
27 2699(f)(2)(B)(ii).

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants, including their agents, managers, superintendents, and/or officers, required Plaintiff and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, terms known to be illegal in purported arbitration agreements, purported confidentiality agreements, and other written documents presented for signature and/or assent to Plaintiff and/or Aggrieved Employees by Defendants. Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of Defendants' restrictions on Plaintiff's and Aggrieved Employees' freedom to work. As a result, Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other Aggrieved Employees personally suffered these violations, and that Defendants violated, without limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

35. Plaintiff, in Plaintiff's representative capacities, seeks civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved Employees pursuant to PAGA.

FIRST AND ONLY CAUSE OF ACTION

(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)

36. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the preceding paragraphs as though fully set forth herein.

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1 41. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
2 this section are in addition to any other penalty provided by law.”

3 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
4 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
5 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
6 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
7 address of each employer with whom they have been placed to work; all applicable hourly rates in
8 effect during the pay period and the corresponding number of hours worked at each hourly rate; the
9 legal name of the employer; and other such information as required by Labor Code section 226,
10 subdivision (a).

11 43. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
12 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
13 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
14 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
15 period for each subsequent violation.

16 Violation of Labor Code § 558

17 44. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
18 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
19 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
20 penalty as follows:

21 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
22 pay period for which the employee was underpaid in addition to an amount sufficient
23 to recover underpaid wages;

24 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
25 employee for each pay period for which the employee was underpaid in addition to
26 an amount sufficient to recover underpaid wages;

27 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

28 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and

1 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
2 regulating wages, hours and days of work described herein, including but not limited to Labor Code
3 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

4 46. As a direct and proximate result of the herein-described Labor Code violations,
5 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
6 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
7 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
8 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

9 Violation of Labor Code § 1174.5

10 47. At all times mentioned herein, Labor Code section 1174, subdivision (b) has
11 required every person employing labor in California to "[a]llow any member of the commission or
12 the employees of the Division of Labor Standards Enforcement free access to the place of business
13 or employment of the person to secure any information or make any investigation that they are
14 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
15 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
16 or papers of the person."

17 48. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
18 every person employing labor in California to "[k]eep a record showing the names and addresses of
19 all employees employed and the ages of all minors."

20 49. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
21 every person employing labor in California to "[k]eep, at a central location in the state or at the
22 plants or establishments at which employees are employed, payroll records showing the hours
23 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
24 piece rate paid to, employees employed at the respective plants or establishments. These records
25 shall be kept in accordance with rules established for this purpose by the commission, but in any
26 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
27 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
28 earned."

50. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

51. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174.

52. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

Violation of Labor Code § 1197.1

53. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the

1 employee is underpaid regardless of whether the initial violation is
2 intentionally committed. This amount shall be in addition to an amount
3 sufficient to recover underpaid wages, liquidated damages pursuant to Section
4 1194.2, and any applicable penalties imposed pursuant to Section 203.

5 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
6 Section 203, recovered pursuant to this section shall be paid to the affected
7 employee.”

8 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
9 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants
10 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and
11 Aggrieved Employees at the proper rates of pay, as described above.

12 55. As a direct and proximate result of the herein-described Labor Code violations,
13 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
14 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
15 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
16 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
17 subsequent violation.

18 Civil Penalties Under Labor Code § 2699

19 56. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
20 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
21 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
22 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
23 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former
24 employees pursuant to the procedures specified in Labor Code section 2699.3.

25 57. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
26 each of them, violated the Labor Code sections described in the preceding paragraphs.

27 58. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
28 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and

1 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
2 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

3 59. Moreover, Plaintiff and other Aggrieved Employees within the State of California
4 whom Plaintiff seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
5 connection with their herein-described claims for civil penalties.

6 **PRAYER**

7 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
8 judgment against Defendants as follows:

- 9 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
10 1174.5, 1197.1, and 2699;
11 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
12 210, 226.3, 558, 1174.5, 1197.1, and 2699;
13 C. For equitable, including, without limitation, injunctive relief;
14 C. Pre-judgment and post-judgment interest;
15 D. For costs of suit incurred herein; and
16 E. Such other and further relief as the Court deems just and proper.

17 Dated: April 24, 2026

BIBIYAN LAW GROUP, P.C.

18
19 BY: /s/ Rafael Yedoyan

20 SARAH H. COHEN

21 RAFAEL YEDOYAN

22 Attorneys for Plaintiff MANYULI MEDINA,
23 as an Aggrieved Employee, and on behalf of
24 all other Aggrieved Employees
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