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By R. Menzie, Deputy Clerk

Attorney for Plaintiff AMBER VEGA, 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

AMBER VEGA, 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. ACCESSIBLE MEDICAL SERVICES, INC. d/b/a Prime Family & Walk-In Clinic, a California corporation, and DOES 1-25, inclusive, Defendants.	**Case No.:** 26NNCV05647 **COMPLAINT FOR ENFORCEMENT OF THE CALIFORNIA LABOR CODE UNDER THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

INTRODUCTION

Plaintiff AMBER VEGA, an individual, on behalf of herself, the aggrieved employees of Defendants ACCESSIBLE MEDICAL SERVICES, INC. d/b/a Prime Family & Walk-In Clinic 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").

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PARTIES

1. Plaintiff AMBER VEGA ("Plaintiff") is an individual resident of the County of Los Angeles, State of California. From on or around August 6, 2021 to September 12, 2025 ("Employment Period"), Plaintiff was employed by Defendants as Medical Assistant in Arcadia, California.

2. Defendant ACCESSIBLE MEDICAL SERVICES, INC. D/B/A PRIME FAMILY & WALK-IN CLINIC ("AMSI") is a California corporation. AMSI's agent for service of process is Jagdeep Singh located at 612 West Duarte Road, Suite 305, Arcadia, California 91007. At all relevant times, AMSI'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.

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7. Upon information and belief, at all relevant times, Defendants had decision-making authority, responsibility, oversight, and/or influence for the establishment and execution of Defendants' illegal employment practices and policies. Accordingly, Defendants–individually and all named and/or unnamed defendants collectively–are liable for each of the causes of action alleged in this Complaint.

8. Upon information and belief, at all relevant times, there existed and/or exists a unity of interest and ownership between each DOE defendant and AMSI, jointly and severally, such that their individuality and separateness ceased to exist. More specifically, the business affairs of Defendants and all named and/or unnamed defendants could not be segregated and were and/or are inextricably intertwined, commingled, and combined.

9. Defendants DOES 1-25, inclusive, were and/or still are used as mere shells and conduits for Defendants' business affairs individually and/or collectively. The recognition of the separate existence of each such DOE defendant would not promote justice. Instead, it would permit Defendants to insulate themselves from individual liability as to Plaintiff, the aggrieved employees, and the State of California. Defendants constitute the alter egos of each other; the fiction of their separate existence must be disregarded at law and equity to avoid fraud and injustice to Plaintiff, the aggrieved employees, and the State of California.

<u>JURISDICTION AND VENUE</u>

10. This Court has original jurisdiction over this pending civil action under Article VI, section of the California Constitution, exercisable under Code of Civil Procedure section 410.10. This Court has subject matter jurisdiction.

11. This Court has personal jurisdiction over Defendants because they were/are citizens of and/or residents of the State of California during all relevant time periods. This Court's exercise of personal jurisdiction over Defendants comports with traditional notions of fair play and substantial justice.

12. Venue is proper under Code of Civil Procedure section 395 because, at all relevant times, Defendants' place of business was/is located in this judicial district. Venue is also proper because this Court has personal jurisdiction over Defendants.

FACTUAL ALLEGATIONS

13. Defendants employed Plaintiff as a full-time, non-exempt Medical Assistant from approximately August 6, 2021 to September 12, 2025 ("Employment Period"), working Monday to Friday, 9:00 a.m. to 5:00 p.m., at $19.00 per hour. Defendants employed approximately eight (8) workers at its Arcadia, California office during the Employment Period.

14. Defendants instructed Plaintiff to install payroll app, Gusto, on her personal phone. Defendants further instructed Plaintiff to use Gusto to clock in and out daily. Defendants provided no alternative to Gusto and did not reimburse Plaintiff for using her phone for work. Defendants also required Plaintiff to use her personal car for monthly work errands but did not reimburse her mileage at the prevailing IRS rate.

15. During the Employment Period, Defendants required Plaintiff to work off-the-clock each workday for 20–30 minutes. She was frequently required to respond to calls/texts from Defendants' CEO, Navpreet Kaur, before and/or after clocking-in/out each workday. If Plaintiff did not respond, Defendants verbally reprimanded her. Defendants did not compensate Plaintiff for this additional time and did not compensate her with overtime pay when she exceeded eight hours a workday or forty hours a workweek.

16. Defendants did not allow Plaintiff to take uninterrupted 30-minute meal periods after each five hours of work twice per workweek during the Employment Period. Instead, Plaintiff was required to cover co-workers' meal periods during her own breaks. Defendants did not pay Plaintiff a meal period wage on those occasions. Additionally, Plaintiff was never allowed to take uninterrupted 10-minute rest periods after each four hours of work or major fraction thereof. Defendants did not pay Plaintiff a rest period wage on those occasions.

17. During the Employment Period, Defendants incorrectly calculated Plaintiff's actual regular rate of pay because off-the-clock overtime and meal and rest period wages were not considered. Defendants also failed to furnish Plaintiff with accurate or sufficiently itemized wage statements. As a direct and proximate result, Plaintiff was routinely confused about how Defendants computed her wages and hours.

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18. On September 12, 2025, Defendants terminated Plaintiff's employment. To-date, Defendants have not paid Plaintiff all of her earned but unpaid wages immediately upon termination.

19. On November 12, 2025, Plaintiff requested her payroll records through counsel. Defendants did not furnish all of Plaintiff's payroll records until March 27, 2026, 196 days after her original valid written request.

PAGA ALLEGATIONS

20. During the Plaintiff is informed and believes that from at least April 17, 2025 to the present ("PAGA Period"), Defendants instructed the aggrieved employees to install payroll app, Gusto, on their respective personal phones and use it to clock in and out daily. Defendants provided no alternative to Gusto and did not reimburse them for using their respective personal phones for work. Defendants also required the aggrieved employees to use their respective personal cars for monthly work errands but did not reimburse them mileage at the prevailing IRS rate.

21. Upon information and belief, during the PAGA Period, Defendants required the aggrieved employees to work off-the-clock each workday for 20–30 minutes. The aggrieved employees were frequently required to respond to calls/texts from Defendants' CEO, Navpreet Kaur, before and/or after clocking-in/out each workday. If they did not respond, they received verbal reprimands. Defendants did not compensate them for this additional time and did not provide overtime pay when they exceeded eight hours a workday or forty hours a workweek.

22. Upon information and belief, during the PAGA Period, Defendants did not allow the aggrieved employees to take uninterrupted 30-minute meal periods after each five hours of work twice per workweek. Instead, the aggrieved employees were required to cover their co-workers' meal periods during their own breaks. Defendants did not pay them a meal period wage on those occasions. Additionally, they were never allowed to take uninterrupted 10-minute rest periods after each four hours of work or major fraction thereof. Defendants did not pay them a rest period wage on those occasions.

23. Upon information and belief, during the PAGA Period, Defendants incorrectly calculated the aggrieved employees' respective actual regular rates of pay because off-the-clock overtime and meal and rest period wages were not considered. Defendants also failed to furnish them

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with accurate or sufficiently itemized wage statements. As a direct and proximate result, they were routinely confused about how Defendants computed their respective wages and hours.

24. Upon information and belief, Defendants terminated a subclass of aggrieved employees during the PAGA Period. Defendants have not paid that subclass of aggrieved employees all of their respective earned but unpaid wages immediately upon termination.

25. Upon information and belief, a subclass of aggrieved employees requested their respective payroll records through counsel during the PAGA Period. Defendants did not timely produce their payroll records.

ADMINISTRATIVE EXHAUSTION

26. On April 24, 2026, Plaintiff electronically notified the California Labor Workforce Development Agency ("LWDA") of Defendants' Labor Code violations during the PAGA Period and served Defendants a copy of the letter via Certified Mail.

27. The last day for LWDA to notify Plaintiff of its intent to investigate her claims was June 28, 2026. 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.)

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

29. 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.

30. 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.

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31. 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.

32. 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.

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

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

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

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

37. Failure to Reimburse Necessary Business Expenses. Defendants violated Labor Code sections 2800-2802 because Defendants failed and/or refused to reimburse Plaintiff and the

aggrieved employees for all necessary business expenses, including but not limited to necessary business expenses associated with personal cell phone usage for work purposes and vehicle mileage reimbursement, that Plaintiff and/or the aggrieved employees incurred on behalf of Defendants during the PAGA Period.

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

39. Failure to Produce Payroll Records. Defendants violated Labor Code section 226 because they failed to produce Plaintiff's and the aggrieved employees' payroll records upon valid request during the PAGA Period.

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

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

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

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

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

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

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PRAYER FOR RELIEF

46. 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.

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Date: July 15, 2026

Shafiel A. Karim

Attorney for Plaintiff AMBER VEGA, 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

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