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County of San Diego

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Clerk of the Superior Court
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ALYEZA INGRAM, on behalf of others
similarly situated and the State of California
under the Private Attorneys General Act,

Plaintiffs,

vs.

SERENE HEALTH IPA MEDICAL
CORPORATION; OPTIMA MEDICAL
MANAGEMENT GROUP; and DOES 1 through
50, inclusive,

Defendants.

Case No. 26CU030635C

Judge: Hon. Terrie E. Roberts
Department: C-68

CLASS ACTION

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Overtime Wages
2. Paid Sick Leave Violations
3. Untimely Payment of Wages
4. Wage Statement Violations
5. Waiting Time Penalties
6. Unfair Competition
7. Civil Penalties under the Private Attorneys
General Act (Labor Code §§ 2698 *et seq.*)

Action Filed: June 4, 2026

1 Plaintiff ALYEZA INGRAM, on behalf of all others similarly situated and the State of
2 California under the Private Attorneys General Act (“Plaintiff”) brings this SECOND AMENDED
3 CLASS AND REPRESENTATIVE ACTION COMPLAINT against Defendants SERENE HEALTH
4 IPA MEDICAL CORPORATION; OPTIMA MEDICAL MANAGEMENT GROUP; and DOES 1
5 through 50, inclusive (collectively “Defendants”), alleging as follows:

6 **INTRODUCTION**

7 1. This is a class and representative action filed for wage and hour violations of the
8 California Labor Code.

9 2. Defendants employed Plaintiff Alyeza Ingram in the position of Site Supervisor from
10 on or about May 8, 2024, to January 27, 2026, along with other covered employees throughout the
11 PAGA Period.

12 3. Defendants failed to pay Plaintiff and covered employees lawful overtime wages by
13 engaging in a systematic, company-wide policy of calculating overtime based strictly on employees'
14 base hourly rates, entirely omitting earned bonuses from the regular rate of pay calculation.

15 4. Defendants also underpaid sick leave premiums at the lawful rate by systematically
16 excluding non-discretionary bonuses from the sick leave pay calculation.

17 5. Defendants failed to timely pay all wages and premiums owed to Plaintiff and covered
18 employees on the regularly scheduled pay days within the required pay periods during their
19 employment.

20 6. Defendants failed to timely pay all wages and premiums owed to covered employees
21 upon their separation from employment, and did not pay waiting time penalties for those late
22 payments.

23 7. Defendants failed to furnish Plaintiff and covered employees with accurate itemized
24 wage statements reflecting the correct gross wages earned, net wages earned, and all applicable hourly
25 rates in effect during each pay period.

26 8. Defendants' uniform payroll policies and practices enabled these violations on a
27 company-wide basis, affecting all covered employees.

28 9. Plaintiff seeks to recover civil penalties, attorneys' fees, costs, interest, and other

appropriate relief on behalf of herself and all covered employees.

JURISDICTION & VENUE

10. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the California Constitution as the causes of action are premised upon violations of California law.

11. The monetary damages and restitution sought exceed the minimal jurisdiction limits of the Superior Court.

12. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California economy so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

13. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conducted business and committed some of the alleged violations in this County.

PARTIES

A. Plaintiff Alyeza Ingram

14. Plaintiff Alyeza Ingram is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about May 2024 to January 2026. Plaintiff worked as a Site Supervisor.

15. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include arbitrable claims.

B. Defendants

16. Defendant Serene Health IPA Medical Corporation is a California Corporation that maintains operations and conducts business throughout the State of California, including in this

1 county.

2 17. Defendant Optima Medical Management Group is a California corporation that
3 maintains operations and conducts business throughout the State of California, including in this
4 county.

5 18. The true names and capacities, whether individual, corporate, or otherwise, of the
6 parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued
7 by such fictitious names under Code of Civil Procedure section 474. Upon information and belief,
8 each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some
9 manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their
10 true names and capacities once ascertained.

11 19. Upon information and belief, Defendants in this action are employers, co-employers,
12 joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised
13 control over the wages, hours, and working conditions of the employees, suffered and permitted them
14 to work, and otherwise engaged them as employees under California law.

15 20. Upon information and belief, at least some of the Defendants have common ownership,
16 common management, interrelationship of operations, and centralized control over labor relations and
17 are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and
18 omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

19 21. Upon information and belief, Defendants acted in all respects pertinent to this action as
20 an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated
21 enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and
22 omissions of each defendant may be legally attributable to all others.

23 **CLASS ALLEGATIONS**

24 22. This action is brought individually and on behalf of the following class pursuant to
25 Code of Civil Procedure section 382:

- 26 a. All current and former non-exempt employees who worked for Defendants in
27 California at any time from four years prior to the filing of this action through
28 date of class certification.

23. Plaintiff reserves the right to establish various subclass definitions as appropriate at the class certification stage, according to proof.

24. The class is ascertainable and shares a well-defined community of interest in this litigation:

- a. Numerosity: The class is estimated to exceed 50 individuals, although the precise membership of the entire class is unknown at this time. The class is so numerous that joinder of all class members is impracticable. The identities of class members are ascertainable by inspection of Defendants' employment and payroll records.
- b. Typicality: Plaintiff's claims are typical of the claims of the other class members. They were subject to the same policies and practices of Defendants, which resulted in losses to the class. Proof of common unlawful business practices, which Plaintiff experienced, will establish the right of the class to recover on the causes of action alleged herein.
- c. Adequacy: Plaintiff is an adequate class representative; will take all necessary steps to protect the class members' interests adequately and fairly; has no interest antagonistic to other class members; and is represented by attorneys who have substantial experience prosecuting, defending, resolving, and litigating wage and hour class, collective, and representative actions in California state and federal courts.
- d. Superiority: A class action is superior to other means for adjudicating this dispute. Individual joinder is impractical. Class treatment will allow for common issues to be resolved in a single forum, simultaneously, and without duplication of effort and expense.
- e. Public Policy Considerations: Certification of this lawsuit as a class action advances the State of California's strong public interest in ensuring its approximately millions of employed residents are properly paid the wages they earned for the hours they worked. Class actions provide a mechanism for

1 enforcement of labor laws and allow for vindication of employee rights by
2 unnamed class members.

3 25. Common questions of law and fact as to the class members predominate over questions
4 affecting only individual members. The common questions of law and fact exist as to whether the
5 employment policies and practices formulated by Defendants and applied to the class members
6 constitute violations of California law.

7 **GENERAL ALLEGATIONS**

8 26. Defendants failed to pay Plaintiff and the covered employees overtime wages and the
9 lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. Defendants engaged
10 in a systematic, company-wide policy and practice of calculating overtime based strictly on the
11 employees' base hourly rate, entirely omitting earned non-discretionary bonuses from the regular rate
12 of pay calculation. For example, during the pay period from December 1, 2025 to December 14, 2025,
13 Plaintiff earned a base rate of \$30.90/hour, earned a non-discretionary bonus of \$1,442.63, and worked
14 7.7 overtime hours. Plaintiff's overtime was paid at exactly \$46.35/hour (1.5x her base rate),
15 demonstrating Defendants' failure to incorporate non-discretionary bonuses into the regular rate. This
16 identical mathematical omission is evident across nearly all provided pay periods where a bonus and
17 overtime coincided.

18 27. Defendants failed to comply with California's paid sick leave laws with respect to the
19 covered employees. Defendants engaged in a uniform policy and practice of paying covered
20 employees for used paid sick leave strictly at their base hourly rate, failing to properly incorporate
21 non-discretionary bonuses into the calculation. For instance, during the pay period ending December
22 31, 2025, Plaintiff utilized 40 hours of sick leave and was compensated strictly at her base hourly rate
23 of \$30.90/hour. Defendants failed to incorporate the substantial non-discretionary bonuses Plaintiff
24 earned in the preceding 90 days. By systematically excluding these non-discretionary bonuses from
25 the sick pay calculation, Defendants consistently underpaid Plaintiff and other similarly situated
26 covered employees for their used paid sick leave.

27 28. As a direct result of the systemic underpayments described above, Defendants failed to
28 pay all wages and premiums in each pay period in which such wages were earned at the lawful rate.

Consequently, Defendants failed to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period.

29. Defendants failed to pay all wages and premiums owed to covered employees during their employment, and willfully failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late and incomplete payments.

30. Defendants knowingly and intentionally failed to provide accurate itemized wage statements to the covered employees each pay period. Because Defendants failed to accurately calculate the regular rate of pay and the resulting overtime wages owed, and the correct rate for paid sick leave, the wage statements provided to Plaintiff and other covered employees did not accurately reflect the gross wages earned, the net wages earned, or all applicable hourly rates in effect during the pay period. Plaintiff and other covered employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other covered employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

Violation of Labor Code §§ 510 and 1194

31. All outside paragraphs of this Complaint are incorporated into this section.

32. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 204, 510, 558, 1194, and 1198, which require non-exempt employees be timely paid overtime wages all overtime hours worked, and which further provide a private right of action for an employer's failure to pay all overtime compensation for overtime hours worked.

33. Defendants failed in their affirmative obligation to pay Plaintiff and class members no less than one and one-half times their respective "regular rate of pay" for all hours worked in excess

1 of eight hours in one day, 40 hours in one week, or the first eight hours worked on the seventh day of
2 work in any one workweek, and no less than twice their respective “regular rate of pay” for all hours
3 over 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek for
4 such hours worked, in violation of Labor Code sections 204, 510, 558, 1194, and 1198 and the IWC
5 Wage Orders (the “Hours and Days of Work” sections of the applicable orders).

6 34. Plaintiff and class members are entitled to recover the full amount of the unpaid
7 overtime, in addition to interest, statutory and civil penalties, and attorneys’ fees, and costs to the
8 extent permitted by law.

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PAY ALL PAID SICK LEAVE WAGES**

11 **Violation of Labor Code §§ 200, 218, 246 *et seq.***

12 35. All outside paragraphs of this Complaint are incorporated into this section.

13 36. Defendants knowingly and intentionally failed in their affirmative obligation to pay
14 sick leave wages to Plaintiff and a paid sick leave subclass in violation of Labor Code section 246
15 *et seq.* Paid sick leave earnings constitute wages for purposes of California wage and hour law.
16 (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 [“Courts have recognized
17 that ‘wages’ also include those benefits to which an employee is entitled as a part of his or her
18 compensation, including money, room, board, clothing, vacation pay, and sick pay”].)

19 37. Labor Code section 246(l), in conjunction with Labor Code section 248 *et seq.*, 248.1,
20 248.2, and 248.6, in addition to the applicable County sick pay ordinances in locales worked by class
21 members, govern how Defendants were required to calculate paid sick leave.

22 38. Defendants failed to pay Plaintiff and class members their paid sick leave wages at one
23 of the lawful rates set forth in the statute or ordinance because Defendants failed to include in their
24 sick leave calculation the additional remuneration received by Plaintiff and class members (i.e., at the
25 regular rate of pay and/or calculated based on total wages earned).

26 39. Furthermore, to the extent the paid sick leave paid constitutes Covid-related paid sick
27 leave, Defendants knowingly and intentionally failed in their affirmative obligation to pay Covid-19
28 Supplemental Sick Leave wages to class members at the correct accrual rate or hourly pay rate in

violation of Labor Code sections 246, 248.1, 248.2, and 248 *et seq.*

40. As a result, Defendants violated the Labor Code and are liable to Plaintiff and class members for underpaid sick leave wages, in addition to interest, attorneys' fees, and costs.

THIRD CAUSE OF ACTION

UNTIMELY PAYMENT OF WAGES

Violation of Labor Code §§ 204, 210, 218

41. All outside paragraphs of this Complaint are incorporated into this section.

42. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 204, 204b, and 210 which require non-exempt employees be timely paid all wages owed each pay period, and which further provide a private right of action for an employer's failure to comply with this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties due under these sections, including Labor Code § 210(c)'s statutory late payment penalties.

43. Defendants willfully failed in their affirmative obligation to timely pay all wages, including paid sick leave and meal and rest premiums, earned by Plaintiff and class members twice during each calendar month on days designated in advance by the employer as regular paydays (for employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for weekly employees, if any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the "Minimum Wages" sections of the applicable orders).

44. Plaintiff and class members are entitled to recover the full amount of the unpaid wages, in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to pay each employee and \$200 for all subsequent violations and for all willful or intentional violations for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided in Labor Code § 210, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

FOURTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

Violation of Labor Code § 226

45. All outside paragraphs of this Complaint are incorporated into this section.

46. This cause of action is brought by a wage statement subclass pursuant to Labor Code

§ 226(a) which requires non-exempt employees be provided accurate itemized wage statements each pay period, and which further provide a private right of action for an employer's failure to comply with this obligation.

47. Defendants knowingly and intentionally failed in their affirmative obligation to provide accurate itemized wage statements to Plaintiff and class members resulting in injury to Plaintiff and class members. Specifically, the wage statements issued to Plaintiff and class members did not accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

48. Defendants' unlawful acts and omissions deprived Plaintiff and class members of accurate itemized wage statements, causing confusion and concealing wage and premium underpayments.

49. As a result, Plaintiff and class members are entitled to recover the statutory penalty of \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor Code section 226(e).

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

Violation of Labor Code §§ 201 *et seq.*

50. All outside paragraphs of this Complaint are incorporated into this section.

51. This cause of action is brought by a waiting time subclass pursuant to Labor Code §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of employment, and which further provide a private right of action to recover statutory waiting time penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days wages.

52. Defendants willfully failed and continue to fail in their affirmative obligation to pay all wages earned and unpaid to Plaintiff and class members immediately upon termination of employment or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his or her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of Labor

Code sections 201 through 203 and the IWC Wage Orders.

53. Plaintiff and class members are entitled to recover a waiting time penalty for a period of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

Violation of Business and Professions Code §§ 17200 *et seq.*

54. All outside paragraphs of this Complaint are incorporated into this section.

55. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in the State of California in violation of California Business and Professions Code § 17200 by committing the foregoing wage and hour violations alleged throughout this Complaint.

56. Defendants' dependence on these unfair and/or unlawful business practices deprived Plaintiff and continue to deprive other class members of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to Defendants over competitors who have been and/or are currently employing workers in compliance with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

57. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full restitution of the moneys as necessary and according to proof to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

58. Plaintiff does not have an adequate remedy at law for past or future violations, to the extent the statute of limitations on each of the alleged causes of action do not extend to the four year limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order violations do not provide a private right of action.

59. Plaintiff and class members are entitled to injunctive relief against Defendants, restitution, and other equitable relief to return all funds over which Plaintiff and class members have an ownership interest and to prevent future damage and the public interest under Business and Professions Code § 17200 *et seq.* Plaintiff and class members are further entitled to recover interest,

attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§ 2698 *et seq.*

(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)

60. All outside paragraphs of this Complaint are incorporated into this section.

61. Plaintiff brings this cause of action as a proxy for the State of California on behalf of the following “aggrieved employees” pursuant to the Private Attorneys General Act (“PAGA”), codified as Labor Code section 2698 *et seq.*:

a. All current and former non-exempt employees who worked for Defendants in California at any time from one year prior to the postmark date of the initial PAGA notice through date of trial.

62. Plaintiff reserves the right to amend, supplement, or add to this description of the aggrieved employees, according to proof.

63. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”])

64. Labor Code section 2699(a) provides: “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 the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3. “

65. Any allegations regarding violations of the IWC Wage Orders are enforceable as violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer

hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

66. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil penalties under the PAGA.

67. On or about **May 13, 2026**, Plaintiff paid the requisite PAGA filing fee and provided written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of Defendants’ alleged Labor Code violations, including the facts and theories to support the alleged violations.

68. A true and correct copy of Plaintiff’s written PAGA notice, entitled “Notice of Labor Code Violations” is attached hereto as Exhibit 1 and incorporated by reference as though fully set forth herein (the “PAGA notice”).

69. To date, neither Plaintiff nor Plaintiff’s counsel has received a response to Plaintiff’s written PAGA notice from the LWDA.

70. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither Plaintiff nor Plaintiff’s counsel has received written notice by certified mail from any defendant providing a description of any actions taken to cure the alleged violations.

71. Now that at least 65 days have passed from Plaintiff notifying Defendants of these violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

72. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

- a. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.
- b. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.
- c. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.
- d. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of

Labor Code §§ 201, 202, 203, 256.

e. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.

73. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiff prays for judgment as follows:

- a. For certification of this action as a class action;
- b. For appointment of Plaintiff as the class representative;
- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- d. For division of class members into appropriate classes and/or subclasses according to proof;
- e. For recovery of all statutory penalties and liquidated damages;
- f. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;
- g. For restitution and injunctive relief;
- h. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, and Code of Civil Procedure § 1021.5.
- i. For recovery of damages in amount according to proof;
- j. For all recoverable pre- and post-judgment interest;
- k. For this action to be maintained as a representative action under the PAGA;
- l. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- m. For recovery of all civil penalties and other recoverable amounts under the PAGA;
- n. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699,

1 and Code of Civil Procedure section 1021.5 and any other applicable sections; and
2 o. For such other relief the Court deems just and proper.

3
4 Dated: July 23, 2026

Ferraro Vega Employment Lawyers, Inc.

5 

6 Andrew T. Katseanes

7 Rick A. Waltman

8 *Attorneys for Plaintiff Alyeza Ingram*

EXHIBIT 1

Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

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May 13, 2026

NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL

- Electronic Return Receipt -

**Optima Medical Management Group,
Inc.**

9265 Skypark Ct., Suite 200
San Diego, California 92123

Serene Health

4849 Ronson Ct., STE 206
San Diego, California 92111

- PAGA Notice & Filing Fee -

Submitted electronically to the Labor and
Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **Aleza Ingram** “Plaintiff(s)”) and all other “covered employees” of the following “Defendant(s)”:

OPTIMA MEDICAL MANAGEMENT GROUP, INC.; SERENE HEALTH

Defendants shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23

Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Site Supervisor from about May 8, 2024 to January 27, 2026. During their employment Plaintiff and the other covered (i.e., aggrieved) employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

All current and former non-exempt employees, including those misclassified as non-exempt, and exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "covered employees" and the "PAGA Period"). As defined, these covered current and former employees are "aggrieved employees" under PAGA.

Plaintiff reserves the right to expand or narrow the definition of the "covered employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Overtime

Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the “Hours and Days of Work” sections of the applicable IWC Wage Orders with respect to the covered employees.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the “Hours and Days of Work” sections.

Defendants failed to pay Plaintiff and the covered employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages.

Defendants engaged in a systematic, company-wide policy and practice of calculating overtime based strictly on the employees' base hourly rate, entirely omitting earned bonuses from the regular rate of pay calculation. For example, during the pay period from December 1, 2025 to December 14, 2025, Plaintiff earned a base rate of \$30.90/hour, earned a bonus of \$1,442.63, and worked 7.7 overtime hours.

CO.	FILE	DEPT.	CLOCK	VOHR. NO.	581
90B	422316	ECMLCM		0000494149	1

OPTIMA MEDICAL MANAGEMENT GROUP, INC.
9265 SKY PARK CT
SAN DIEGO, CA 92123

Earnings Statement 

Period Beginning: 11/15/2025
Period Ending: 11/30/2025
Pay Date: 12/05/2025

[REDACTED]

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	30.9000	70.00	2,163.00	[REDACTED]
Overtime	46.3500	7.70	356.90	[REDACTED]
Holiday	30.9000	10.00	309.00	[REDACTED]

CO.	FILE	DEPT.	CLOCK	NUMBER	581
90B	422316	ECMLCM		0097227647	1

OPTIMA MEDICAL MANAGEMENT GROUP, INC.
9265 SKY PARK CT
SAN DIEGO, CA 92123

Earnings Statement 

Period Beginning: 11/15/2025
Period Ending: 11/30/2025
Pay Date: 12/05/2025

[REDACTED]

ALYEZA GIOVANNA INGRAM

[REDACTED]

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Bonus			1,018.33	[REDACTED]
Regular				[REDACTED]
Overtime				[REDACTED]

Plaintiff's overtime was paid at exactly \$46.35/hour (1.5x her base rate), demonstrating Defendant's failure to incorporate the bonus into the regular rate. This identical mathematical omission is evident across nearly all provided pay periods where a bonus and overtime coincided.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Paid Sick Leave **Violation of Labor Code §§ 246 through 248.7**

Defendants violated Labor Code sections 246 through 248.7 with respect to the covered employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have

the option of providing 40 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) “the same manner as the regular rate of pay for the workweek;” (2) “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days;” or (3) “for exempt employee ... in the same manner as the employer calculates wages for other forms of paid leave time.” Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees “with written notice of the amount of paid sick leave available ... for use on either the employee’s itemized wage statement ... or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

Defendants failed to comply with California’s paid sick leave laws with respect to the covered employees. Defendants engaged in a uniform policy and practice of paying aggrieved employees for used paid sick leave strictly at their base hourly rate, failing to properly incorporate non-discretionary bonuses into the calculation under either permissible statutory method. For instance, during the pay period ending December 31, 2025, Plaintiff utilized 40 hours of sick leave and was compensated strictly at her base hourly rate of \$30.90/hour. Defendants failed to incorporate the substantial non-discretionary bonuses Plaintiff earned in the preceding 90 days. By systematically excluding these non-discretionary bonuses from the sick pay calculation, Defendants consistently underpaid Plaintiff and other similarly situated aggrieved employees for their used paid sick leave in violation of Labor Code § 246.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment **Violation of Labor Code §§ 204, 204b, 210**

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the covered employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor

Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the covered employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours’ notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours’ notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to covered employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the covered employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing showing:” (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the covered employees each pay period as a result of the policies and practices set forth in this notice. Because Defendants failed to accurately calculate the regular rate of pay and the resulting overtime wages owed, the wage statements provided to Plaintiff and other aggrieved employees did not accurately reflect the gross wages earned, the net wages earned, or all applicable hourly rates in effect during the pay period, in violation of Labor Code § 226(a).

Plaintiff and other covered employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other covered employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys’ Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other covered employees and the State of California. Plaintiff continues to incur attorneys’ fees

and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the covered employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the covered employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the covered employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew T. Katseanes".

Andrew Katseanes

Cc Plaintiff: Alyeza Ingram
Roseanne Ramirez, HR Director: roseanne@serenehealth.com