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Superior Court of California
County of Los Angeles
09/21/2026
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By: K. Ghazarian Deputy

(ADD'L COUNSEL INFO ON NEXT PAGE)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEANNA AIVAZIAN; LIZBETH MANCILLA,

Plaintiffs,

vs.

VERDUGO VISTA OPERATING COMPANY, LP; and DOES 1 to 25, inclusive,

Defendants.

CASE NO.: 24STCV00278

FIRST AMENDED COMPLAINT FOR DAMAGES FOR:

1) **FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
2) **FAILURE TO PAY MINIMUM WAGES;**
3) **FAILURE TO PAY OVERTIME;**
4) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
5) **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
6) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
7) **FAILURE TO PROVIDE REST BREAKS;**
8) **FAILURE TO PROVIDE MEAL BREAKS;**
9) **FAILURE TO REIMBURSE BUSINESS EXPENSES;**
10) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
11) **FAILURE TO PROVIDE PERSONNEL FILE;**
12) **FAILURE TO PROVIDE PAY RECORDS;**
13) **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

JURY TRIAL DEMANDED

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COMES NOW Plaintiff, DEANNA AIVAZIAN and LIZBETH MANCILLA (hereinafter "Plaintiffs"), and allege as follows:

INTRODUCTION

1. The underlying action arises from Plaintiffs' employment with Defendant VERDUGO VISTA OPERATING COMPANY, LP. During their employment, Plaintiffs were subjected to numerous wage and hour violations.

2. Plaintiffs assert a representative claim for violations of the California Private Attorneys General Act ("PAGA") (Labor Code §§ 2698 et seq.) on behalf of themselves and all other current or former non-exempt employees of Defendants in California that suffered at least one or more of the Labor Code violations alleged herein within the applicable statute of limitations up to the time this action is brought to trial ("Aggrieved Employees").

3. Plaintiff Aivazian also asserts individual wage and hour claims.

THE PARTIES

4. Plaintiffs are, and at all relevant times were, residents of the County of Los Angeles, State of California.

5. Defendant VERDUGO VISTA OPERATING COMPANY, LP, owns and operates skilled nursing facilities in California, including La Crescenta Healthcare Center, located at 3050 Montrose Ave., La Crescenta, CA 91214.

6. The true names and capacities of Defendants sued herein as DOES 1-10, inclusive, are currently unknown to Plaintiffs, who therefore sue them by such fictious names under Code of Civil Procedure section 474. Plaintiffs are informed and believe that each of the Defendants designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of Defendants designated as DOES when those identities become known.

7. At all relevant times, each Defendant acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venturer of the other Defendants, and in doing the things alleged herein acted within the course and scope of such agency, employment, alter-ego and/or in furtherance of the joint venture. Each of the Defendant's acts alleged herein was done with

the permission and consent of each of the other Defendants.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over this action pursuant to Code of Civil Procedure § 410.10 and Labor Code §§ 2698 et seq.

9. This Court has personal jurisdiction over Defendants because Defendants conduct business in this County and have caused injuries in this County through its acts, omissions, and violations of the Labor Code and applicable IWC Wage Order.

10. Venue as to each Defendant is proper in this County pursuant to Code of Civil Procedure 395(a). Defendants maintain offices, transact business, and/or have an agent in this County. Defendants employed Plaintiff and the Aggrieved Employees and committed the unlawful activities subject to this Complaint in this County.

GENERAL ALLEGATIONS

11. Plaintiff Aivazian began working for VERDUGO VISTA in or around 2019 as non-exempt "Activities Assistant." Plaintiff Mancilla started working for Defendant as non-exempt Receptionist in 2020, and also subsequently worked for Defendant as a part-time "Activities Assistant. Plaintiffs' employment with Defendant ended in or around September/October 2023.

12. VERDUGO VISTA violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay Plaintiffs and other similarly situated Aggrieved Employees for all hours worked, including the statutory minimum wage for all hours worked and for "off the clock" work. This is so because VERDUGO VISTA had a company policy wherein they would disproportionately round down the number of hours worked by Plaintiffs and other Aggrieved Employees, resulting in "time shaving" and further resulting in Aggrieved Employees not being paid for all hours worked. Moreover, and based on the fact that Plaintiffs and others would have to perform work duties during meal periods and while clocked out, the latter would be akin to a minimum wage violation. In fact, it was commonplace for Plaintiffs and others to clock out for their meal breaks but continue working due to being understaffed and having too much to do. Management was unequivocally aware of the latter, however, Plaintiffs and others did not get

paid for this "off the clock" work. Plaintiff Aivazian would almost invariably be in the "Activity room" during her alleged meal period. Furthermore, and conveniently, there were numerous instances wherein the clock in/out machine would not work, and employees needed to provide timesheets, which were not accurate and rounded.

13. Due to the above "off the clock" violations and due to company policy and due to working through her meal period consistently, VERDUGO VISTA also violated Labor Code §510 because it failed to pay Plaintiffs and other Aggrieved Employees overtime compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Plaintiffs' and other Aggrieved Employees' actual work hours entitled them to overtime compensation, however, VERDUGO VISTA did not compensate its hourly, non-exempt employees with the correct amount of overtime. Even absent the working through lunch part, Plaintiffs would notice that when she would actually work overtime (over 8 hours per day and/or 40 hours per week), they would never get credit for overtime hours and would not get overtime pay. Furthermore, VERDUGO VISTA failed to include bonuses/incentive payments/shift differentials in calculating Plaintiffs' and other employees' regular rate of pay for use in deciphering the correct overtime rate of pay. Additionally, the incentive and bonus payments were also not factored into Plaintiffs' and others' regular rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews case.

14. VERDUGO VISTA also violated Labor Code § 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 5 because it failed to provide Plaintiffs and other similarly situated Aggrieved Employees with 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. VERDUGO VISTA did not completely relieve Plaintiffs and others of all duty during said rest periods. VERDUGO VISTA did not pay to Plaintiffs and others one additional hour of pay at Plaintiffs' regular rate of compensation for each workday that one or more statutory rest periods was not provided. It was not part of the company policy for employees such as Plaintiffs to take at least two rest breaks per shift. In fact, Plaintiffs would consistently not get a morning rest break and so any time she had in the afternoon for a supposed break would be used to go to the bathroom or get water. The

latter was the situation since Plaintiffs would not otherwise have time to do those things due to the hectic schedule and fast-paced environment. As such, the culture as well as the policies and procedures of VERDUGO VISTA did not lend itself to the employees receiving statutory rest breaks wherein they were relieved of all work duties. The environment at VERDUGO VISTA was not conducive to receiving statutory rest breaks under California law and timely, statutory rest breaks were not authorized or enforced.

15. VERDUGO VISTA violated Labor Code §§ 512 and 226.7 along with Industrial Welfare Commission Wage Order no. 5 because it failed to provide hourly, non-exempt employees, including Plaintiffs and others, the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. VERDUGO VISTA did not completely relieve Plaintiffs and other employees of all duty during said meal periods. VERDUGO VISTA did not pay to Plaintiffs and its hourly, non-exempt employees one additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods were not provided. The hourly, non-exempt employees would not always receive their meal periods before the 5th hour worked due to the nature of their work and due to having too many patients to monitor. The latter was the same reason that Plaintiffs and others were not able to take uninterrupted and complete meal periods wherein they were relieved of all work duties. Like the rest breaks, receiving a thirty-minute uninterrupted and timely meal break was not part of the company culture and was not enforced by VERDUGO VISTA. Moreover, and as alluded to above, the common practice was for Plaintiffs and others to clock out for their break but to continue working while "off the clock". Consequently, it was the normal practice and custom of VERDUGO VISTA not to authorize, permit, and enforce timely statutory meal periods. If VERDUGO VISTA had Plaintiffs sign a meal period waiver, it would not be valid and enforceable since Plaintiffs and others generally worked more than a 6-hour shift. If VERDUGO VISTA had Plaintiffs sign an on-duty meal period agreement wherein Plaintiffs agreed to work through the meal periods or stay on the premises during meal periods, it would be invalid and unenforceable because the nature of Plaintiffs' jobs does not prevent her from taking a meal period. Moreover, any such "on duty" meal period agreement did not allow for

Plaintiffs to revoke such an agreement even if it was signed. As such, Plaintiffs and others did not always receive statutory, timely meal periods during their employment. If VERDUGO VISTA argues that Plaintiffs and others were actually paid for their meal breaks, the latter would not mean there was no violation since Plaintiffs and others were essentially denied any meal breaks for them to rest and get something to eat. The solution for VERDUGO VISTA is not to keep their employees from taking meal periods, but to hire additional staff and "breakers" to make sure that their medical staff and caregivers as well as other staff receive statutory breaks. To the extent that VERDUGO VISTA argues that employees receive meal break premium pay for missed meal periods, that argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations themselves, irrespective of whether an employee received the premium payment for a missed, short, or interrupted meal period. In Kirby v. Immoos Fire Protection, Inc., the Court stated, "section 226.7 does not give employers a lawful choice between providing either meal and rest breaks or an additional hour of pay." See Kirby v. Immoos Fire Protection, Inc., (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the violation; the employer has still committed a violation even if the remedy for the violation has been paid. See Wert v. U.S. Bancorp, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment and culture at VERDUGO VISTA was not conducive to receiving consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest break premiums paid were not compensated at the weighted average regular rate, inclusive of bonuses and/or incentive payments.

16. Furthermore, during the relevant time period, and due to the above labor code violations, VERDUGO VISTA failed to pay Plaintiffs and other similarly situated Aggrieved Employees all wages due to them within any time period specified by California Labor Code section 204. VERDUGO VISTA was also in violation of California Labor Code section 226(a) by failing to include pertinent information on the wage statements, including but not limited to, the correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned, net wages earned, premium pay for missed meal and rest breaks, all deductions, the correct start and end of the pay period, all employee identifying information, the correct

name and address of the legal employer, and reimbursement for business expenses, among others. As such, VERDUGO VISTA did not provide Plaintiffs and other similarly situated Aggrieved Employees with complete, accurate itemized wage statements.

17. During the relevant time period, VERDUGO VISTA also failed to keep accurate and complete payroll records showing the actual hours worked per day and the wages paid to Plaintiffs and others pursuant to California Labor Code sections 1174(d).

18. VERDUGO VISTA also violated Labor Code § 203 because it willfully failed to pay Plaintiffs and other similarly situated Aggrieved Employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include compensation for all hours worked, including minimum wages, overtime compensation, and premium pay for missed meal and rest breaks.

19. During the relevant time period, Plaintiffs and other Aggrieved Employees incurred necessary, business-related expenses and costs that were not reimbursed by VERDUGO VISTA. These costs include, but are not limited to, use of personal phones for business-related purposes and uniforms. Moreover, Plaintiffs also had to buy colored pencils, paper, and other such supplies for the activities, but were not reimbursed for those purchases. Accordingly, VERDUGO VISTA was in violation of California Labor Code sections 2800 and 2802.

20. During the relevant time period, VERDUGO VISTA violated Labor Code section 246 by failing to provide Plaintiffs and the Aggrieved Employees with paid sick days or to pay sick pay at the correct rates. Under Labor Code section 246(d), an employer is required to carry over sick leave each year unless the employer "front loads" the full amount of paid sick leave (i.e., 40 hours). Defendants did not font-load the full amount of sick pay and utilized an accrual method. Defendants failed to carry over the sick leave for Plaintiffs and other Aggrieved Employees as required by Labor Code section 246(d). Defendants further failed to provide notice of available sick pay on their wage statements in violation of Labor Code section 246(i).

21. Plaintiffs believe Defendant has also violated Labor Code Section 558 and has engaged in business practices which violate Business and Professions Code Section 17200.

FIRST CAUSE OF ACTION

FAILURE TO COMPENSATE FOR ALL HOURS WORKED

(California Industrial Welfare Commission Order 5-2001, California Code Of Regulations Title 8 Section 11050, and California Labor Code Section1198)

(Plaintiff Aivazian Against Defendants)

22. Plaintiff Aivazian re-alleges and incorporates by reference each and every preceding allegation of this Complaint as though fully set forth herein.

23. At all times relevant herein, Defendants were required to compensate its employees for all hours worked upon reporting for work at the appointed time stated by the employer pursuant to Industrial Welfare Commission Order 5-2001, California Code of Regulations, Title 8, Section 11050.

24. For the three (3) years preceding filing of this action, Defendants failed to compensate Plaintiff Aivazian for all hours worked.

25. Under the aforementioned wage order and regulations, Plaintiff Aivazian is to recover compensation for all hours worked but not paid by Defendants for the three (3) years preceding the filing of this Complaint.

26. As a proximate result of the aforementioned violations, Plaintiff Aivazian has been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court.

27. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff Aivazian is entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable attorney's fees and costs of suit.

28. Under this cause of action, Plaintiff Aivazian prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs which will equal an amount known to Plaintiff once she has obtained all of her payroll records from Defendants.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(California Labor Code Sections 1194, 1194.2, 1197)

(Plaintiff Aivazian Against Defendants)

29. Plaintiff Aivazian re-alleges and incorporates by reference each and every preceding allegation of this Complaint as though fully set forth herein.

30. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the minimum wage rate for all hours worked as required by the applicable Industrial Welfare Commission (hereinafter "IWC") Wage Order No. 5-2001, codified at California Code of Regulations, Title 8, Section 11050, subdivision 4.

31. Pursuant to IWC Wage Order no. 5-2001, subdivision 2(K)/(H), at all relevant times, "hours worked" included "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so…"

32. During her employment, Plaintiff Aivazian was regularly required as a matter of uniform policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff Aivazian was paid less than the minimum wage rate by Defendants for hours worked in violation of California Labor Code Section 1197 and the applicable California Industrial Wage Commission wage order(s).

33. Plaintiff Aivazian was, at all relevant times, under the control of Defendants and suffered or permitted to work by Defendants. Defendants' acts or omissions in failing to adequately compensate Plaintiff Aivazian were not in good faith nor were there reasonable grounds for Defendants to believe that their acts or omissions were not contrary to California law.

34. For all hours worked by Plaintiff Aivazian for which she was paid less than the minimum wage rate by Defendants, Plaintiff Aivazian is entitled to not less than the applicable California minimum wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated

damages in an amount equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194, Plaintiff Aivazian is also entitled to attorney's fees, costs and interests according to proof.

35. Under this cause of action, Plaintiff Aivazian prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

THIRD CAUSE OF ACTION

FAILURE TO PAY OVERTIME

(California Industrial Welfare Commission Order 5-2001, California Code of Regulations Title 8 Section 11050; California Labor Code Section 510)

(Plaintiff Aivazian Against Defendants)

36. Plaintiff Aivazian re-alleges and incorporates by reference each and every preceding allegation of this Complaint as though fully set forth herein.

37. Pursuant to Industrial Welfare Commission Order No. 5-2001, Cal. Code of Regs., Title 8, Section 11050, for the period of Plaintiff Aivazian's employment, Defendants were required to compensate Plaintiff Aivazian for all overtime, which is calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

38. Plaintiff Aivazian was a non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 5-2001, California Code of Regulations, Title 8, Section 11050.

39. Plaintiff Aivazian worked more than eight (8) hours in a single workday, twelve (12) hours in a single workday or forty (40) hours in a single workweek on numerous occasions.

40. Plaintiff Aivazian was entitled to the above overtime premiums.

41. Defendants did not pay Plaint Aivazian premium wages of at least one and one-half times Plaintiff Aivazian's regular rate of pay for hours worked past eight (8) in a day.

Defendants did not pay Plaintiff Aivazian premium wages of at least twice her regular rate of pay for hours worked past twelve (12) in a day.

42. Defendants did not pay Plaintiff Aivazian premium wages of at least one and one-half times her regular rate of pay for hours worked past forty (40) in a week.

43. Plaintiff Aivazian worked at least one pay period in which she was not properly paid overtime within the three (3) years prior to the initiation of this lawsuit.

44. Defendants know or should know the actual dates of overtime worked, the amount of overtime worked, and the amount of unpaid overtime due.

45. As a proximate result of Defendants' violations, Plaintiff Aivazian has been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court.

46. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of Regulations, Title 8, Sections 11050, Plaintiff Aivazian is entitled to recover damages for the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus reasonable attorney's fees and costs of suit.

47. Under this cause of action, Plaintiff Aivazian prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(California Labor Code Section 226)

(Plaintiff Aivazian Against Defendants)

48. Plaintiff Aivazian re-alleges and incorporates by reference each and every preceding allegation of this Complaint as though fully set forth herein.

49. Pursuant to California Labor Code Section 226, every employer must furnish each employee an itemized statement of wages and deductions at the time of payment of wages.

50. Defendants knowingly and intentionally did not furnish Plaintiff Aivazian with any pay stubs that accurately reflected all information required by Labor Code Section 226,

including but not limited to, gross wages earned, including overtime, minimum wages, and premium pay for missed meal and rest breaks, net wages earned, total hours worked by the employee, and all deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff Aivazian in accordance with California Labor Code Section 226(a).

51. Pursuant to California Labor Code Section 226(e), Plaintiff Aivazian is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not exceeding an aggregate amount of four thousand dollars ($4,000), plus costs and reasonable attorney's fees.

52. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff Aivazian has sustained damages, including loss of earnings, in an amount to be established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff Aivazian is entitled to recover penalties, in an amount to be established at trial, as well as costs and attorney's fees pursuant to statute.

53. Under this cause of action, Plaintiff Aivazian prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff Aivazian Against Defendants)

54. Plaintiff Aivazian re-alleges and incorporates by reference each and every preceding allegation of this Complaint as though fully set forth herein.

55. California Labor Code Section 204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

56. At all times relevant during the liability period, Defendants failed to pay Plaintiff Aivazian the full amount of all owed wages when due as required by California Labor Code

Section 204.

57. Defendants failed to pay Plaintiff Aivazian all wages earned each pay period. Plaintiff Aivazian is informed, believes, and thereon alleges, that all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiff Aivazian wages for all hours worked, including overtime hours, the minimum wage, and premium pay for missed meal and rest breaks.

58. As a result of Defendants' unlawful conduct, Plaintiff Aivazian has suffered damages in an amount, subject to proof, to the extent she was not paid all wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff Aivazian but can be determined directly from Defendants' records or indirectly based on information from Defendants' records.

59. Under this cause of action, Plaintiff Aivazian prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201, 203)

(Plaintiff Aivazian Against Defendants)

60. Plaintiff Aivazian re-alleges and incorporates by reference each and every preceding allegation of this Complaint as though fully set forth herein.

61. Pursuant to California Labor Code Section 201(a), an employer who discharges an employee must immediately pay for all compensation due and owing.

62. Pursuant to California Labor Code Section 202, when an employee resigns, the employer must pay all compensation due and owing within 72 hours of resignation, or on the employee's last day of work, if the employee gives more than 72 hours notice of resignation.

63. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay, without abatement or reduction, any wages of an employee whose employment ends, the wages of the employee shall continue as a penalty from the due date at the same rate until paid

or until an action is commenced; however, the wages shall not continue for more than 30 days for failure to pay an employee owed wages.

64. After Plaintiff Aivazian's employment with Defendants ended, Defendants willfully refused and continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

65. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial. Moreover, Plaintiff Aivazian prays for the above-mentioned money from 3 years immediately preceding the filing of this lawsuit.

66. Under this cause of action, Plaintiff Aivazian also prays for attorney's fees and costs under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set forth herein. Plaintiff Aivazian also prays for interest under California Labor Code Section 218.6.

67. Under this cause of action, Plaintiff Aivazian prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

SEVENTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff Aivazian Against Defendants)

68. Plaintiff Aivazian re-alleges and incorporates by reference each and every preceding allegation of this Complaint as though fully set forth herein.

69. Plaintiff Aivazian brings this cause of action under the following laws, for the following reasons:

a. Title 8 of the California Code of Regulations Sections 11050(12)(A), which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction

thereof;

b. Title 8 of the California Code of Regulations Sections 11050(12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;

c. Title 8 of the California Code of Regulations sections 11050(20)(A), which penalizes the employer $50.00 for each initial violation, per employee, of any provision of the Wage Order, and $100.00 for each additional violation thereafter per employee; and

d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest period is not provided.

70. Plaintiff Aivazian alleges that she was not authorized and permitted to take a ten (10) minute rest break after every four (4) hours of work or major fraction thereof, as required by California law.

71. Under this cause of action, Plaintiff Aivazian prays for wages due to her under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff Aivazian prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

72. Plaintiff Aivazian also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

73. Under this cause of action, Plaintiff Aivazian prays for penalties due under the

statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

EIGHTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff Aivazian Against Defendants)

74. Plaintiff Aivazian re-alleges and incorporates by reference each and every preceding allegation of this Complaint as though fully set forth herein.

75. Plaintiff Aivazian brings this cause of action under the following laws, for the following reasons:

a. California Labor Code section 512(a), which requires that employees be given a 30-minute uninterrupted meal break after five (5) hours of work, and a second uninterrupted meal break after ten (10) hours of work;

b. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any meal period mandated by an applicable order of the Industrial Welfare Commission, and (b) if any employer fails to provide an employee a meal period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;

c. California Industrial Welfare Commission Order No. 5 section 11(B), as codified under Title 8 of the California Code of Regulations Section 11050, which states that if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;

d. California Industrial Welfare Commission Wage Order No. 5 Section 7(A)(3), as codified under Title 8 of the California Code of Regulations Section 11050, which requires an employer to maintain records documenting its employees' meal

periods;

e. California Industrial Welfare Commission wage order No. 5 Section 20(A), as codified under California Code of Regulations Section 11050, which penalizes the employer $50.00 for each initial violation, per employee, of any provision of the Wage Order, and $100.00 for each additional violation thereafter per employee; and

f. California Labor Code section 1171 and 1173, which have given the California Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 5) as enforceable law.

76. Plaintiff Aivazian alleges that she was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff Aivazian further alleges that she was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 5, as codified under California Code of Regulations Sections 11050 et. seq. requires that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11050 requires that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each work day that the meal period is not given.

77. Under this cause of action, Plaintiff Aivazian prays for wages due to her under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff Aivazian prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

78. Plaintiff Aivazian also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

79. Under this cause of action, Plaintiff Aivazian prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

NINTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Plaintiff Aivazian Against Defendants)

80. Plaintiff Aivazian re-alleges and incorporates by reference each and every preceding allegation of this Complaint as though fully set forth herein.

81. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

82. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their duties for Defendant, Plaintiff Aivazian incurred reasonable and necessary expenses in the course of completing her job duties, which were not reimbursed by Defendant. These costs include, but are not limited to, use of personal phones for business-related purposes and uniforms. Moreover, Plaintiff Aivazian also had to buy colored pencils, paper, and other such supplies for the activities, but was not reimbursed for those purchases.

83. Plaintiff Aivazian is entitled to reimbursement for these necessary expenditures, plus interest and attorney's fees and costs, under Labor Code section 2802.

TENTH CAUSE OF ACTION

VIOLATIONS OF PRIVATE ATTORNEYS GENERAL ACT

(Plaintiffs against Defendants)

84. Plaintiffs re-allege and incorporates by reference each and every preceding allegation of this Complaint as though fully set forth herein.

85. Plaintiffs have complied with the procedures for bringing suit specified in California Labor Code § 2699.3. By letters dated October 13 and November 22, 2023, Plaintiffs gave written notice by electronic submission to the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendants of the specific provisions of the California Labor

Code alleged to have been violated, including the facts and theories to support the alleged violations.

86. Pursuant to California Labor code section 2699.3, no response was received from the LWDA within 65 days of the postmark date of the above-alleged letter.

87. Plaintiffs therefore have exhausted all administrative remedies required of them under California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendants' violations of the Labor Code.

88. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an Aggrieved Employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in California Labor Code section 2699.3.

89. Plaintiffs are "aggrieved employees" because Plaintiffs were employed by VERDUGO VISTA and had one or more of the alleged violations committed against them and therefore are properly suited to represent the interest of the Aggrieved Employees.

90. Based on the acts alleged above, Plaintiffs seeks penalties on behalf of themselves and the Aggrieved Employees under California Labor Code sections 2698 and 2699 because of Defendants' violations of numerous provisions of the California Labor Code as alleged in this Complaint, including violations of California Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, and/or 204b, 205.5, 210, 226, 226.3, 226.7, 246, 432.5, 432.6, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, the applicable Wage Order, Sections 3, 4, 5, 11, 12, and 20, and any other Labor Codes/Industrial Welfare Commission Order (No. 5) violated based on the facts alleged in this Complaint.

91. Pursuant to Labor Code section 2698 *et seq.*, Plaintiffs seek to recover attorney's fees, costs, and civil penalties on behalf of Plaintiff and other current and former Aggrieved Employees as alleged herein in an amount to be shown according to proof at trial and within the

jurisdictional limits of this Court.

ELEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE PERSONNEL FILE

(Plaintiff Aivazian Against Defendants)

92. Plaintiff Aivazian re-alleges and incorporates by reference each and every preceding allegation of this Complaint as though fully set forth herein.

93. Labor Code section 1198.5 dictates "every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee."

94. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times…" On information and belief, Defendants intentionally failed to provide Plaintiff Aivazian with personnel records when requested by Plaintiff Aivazian via certified letter on October 13, 2023, as required by law. Plaintiff Aivazian requested her personnel records in accordance with California Labor Code section 1198.5 on October 13, 2023 via certified letter.

95. Defendants failed to provide Plaintiff Aivazian with an opportunity to inspect or copy her records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff Aivazian has suffered and continues to suffer substantial losses related to Defendants' failure to provide personnel records.

96. Plaintiff Aivazian seeks all available remedies for Defendants' violations including, but not limited penalties, and costs to the extent permitted by law and according to proof at trial. Pursuant to Labor Code section 1198.5, Plaintiff Aivazian prays for judgment against Defendants in the amount of $750.00, along with costs and attorney's fees.

TWELFTH CAUSE OF ACTION

FAILURE TO PROVIDE PAY RECORDS

(Plaintiff Aivazian Against Defendants)

97. Plaintiff Aivazian re-alleges and incorporates by reference each and every preceding allegation of this Complaint as though fully set forth herein.

98. Labor Code section 226 sub-section (b) dictates "an employer…shall afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer…"

99. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." On information and belief, Defendants intentionally failed to provide Plaintiff Aivazian with pay records when requested by Plaintiff Aivazian via certified letter, on October 13, 2023, and as required by law.

100. As a direct result of Defendants' violations alleged herein, Plaintiff Aivazian has suffered and continues to suffer substantial losses related to Defendants' failure to provide pay records. Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the amount of $750.00, along with costs and attorney's fees.

101. Plaintiff Aivazian seeks all available remedies for Defendants' violations including, but not limited penalties, and costs to the extent permitted by law and according to proof at trial.

THIRTEENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200

(California Business and Professions Code Section 17200)

(Plaintiff Aivazian Against Defendants)

102. Plaintiff Aivazian re-alleges and incorporates by reference each and every preceding allegation of this Complaint as though fully set forth herein.

103. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants constitutes unfair and unlawful business practices under California Business and Professions Code Section 17200, et seq.

104. Defendant's violations of the California labor laws and the Labor Code

constitutes a business practice because it was done repeatedly over a significant period of time in a systematic manner that was detrimental to Plaintiff and other employees.

105. As a result of the acts of Defendants, as alleged herein, Plaintiff Aivazian is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in California Code of Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et seq.

106. As a result of the acts of Defendants, as alleged herein, Plaintiff Aivazian is entitled to multiple damages as specifically provided in California Business and Professions Code section 17200 et seq.

107. For the four years preceding the filing of this action, Plaintiff Aivazian requests restitution of all monies and profits to be disgorged from Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of this Court.

PRAYER FOR RELIEF

1. For compensatory damages including lost past and future wages, overtime, commissions, and all other sums of money, including employment benefits, together with interest on said amounts, and any other economic injury to Plaintiff, according to proof;
2. For special and consequential damages to the extent allowed by law;
3. For restitution and disgorgement for all unfair business practices by corporate Defendants against Plaintiff in an amount according to proof;
4. For an order enjoining corporate Defendants from further unfair and unlawful business practices in violation of Business and Professions Code section 17200, et seq.;
5. For damages and penalties against Defendants under Labor Code section 226 for Plaintiff in an amount subject to proof at trial;
6. For damages and penalties pursuant to Labor Code section 203 against Defendants in an amount subject to proof at trial;
7. For one hour of wages due to Plaintiff for each work period of more than five (5)

hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.

8. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
9. For civil penalties for violations of Labor Code section 245.
10. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendant as described more particularly in the Complaint and Representative PAGA claim/action;
11. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
12. For the imposition of civil penalties and/or statutory penalties;
13. Reasonable attorney's fees where available by law, including but not limited to, pursuant to the California Labor Code, including section 2698, and/or other applicable laws; and
14. Costs and expenses of suit incurred herein;
15. For all interest as allowed by law;
16. For such other and further relief as the Court deems just and proper.

DATED: September 21, 2026

MESSRELIAN LAW INC.

By__/s/_____
Harout Messrelian, Esq.
Attorneys for Plaintiff Deanna Aivazian

Dated: September 21, 2026 **BLAKE JONES LAW, PC.**

By: /s/
Blake R. Jones
Attorneys for Plaintiff Lizbeth Mancilla

DEMAND FOR JURY TRIAL

Plaintiff Aivazian hereby demands, as a matter of right, a trial by jury in this case.

DATED: September 21, 2026 **MESSRELIAN LAW INC.**

By /s/
Harout Messrelian, Esq.
Attorneys for Plaintiff Deanna Aivazian

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within entitled action. My business address is 101 N. Brand Blvd., Suite 1450, Glendale, California 91203 and my email address is hm@messrelianlaw.com.

On **September 21, 2026**, I served the foregoing document(s) described as **FIRST AMENDED COMPLAINT FOR DAMAGES** on the interested parties in this action by placing an [ ] original or [X] true copies thereof in a sealed envelope and addressed as follows:

Blake Jones, Esq.
Blake Jones Law PC
blake@blakejones.law
Attorneys for Plaintiff Lizbeth Mancilla

Geoffrey Dickhaut
Elizabeth Martin
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Attorneys for Defendant Verdugo Vista Operating Company, LP

[X] **(BY ELECTRONIC TRANSMISSION)** Pursuant to electronic service CCP Sec 1010.6, I transmitted the document(s) electronically to the person (s) at the email address(es) above. Transmission was reported as complete and without error.

[X] **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

I served the documents by the means described above on **September 21, 2026**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Harout Messrelian
(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)