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GIDEON ASHER NAZARIAN

FILED
Superior Court of California
County of Los Angeles

09/08/2026

David W. Slayton, Executive Officer / Clerk of Court

By: B. Eisen Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

GIDEON ASHER NAZARIAN, an individual, CASE NO: 26STCV23306

Plaintiff,

vs.

ALEXANDER RIVKIN MD, INC., a
California Corporation dba WESTSIDE
AESTHETICS and dba RIVKIN
AESTHETICS; ALEXANDER Z. RIVKIN,
M.D., an individual; and DOES 1 through 50,
inclusive,

Defendants.

**FIRSR AMENDED COMPLAINT FOR
DAMAGES AND CIVIL PENALTIES:**

[Unlimited Civil Case – Amount Demanded
Exceeds \$35,000]

1. Failure to Pay Overtime Wages [Lab. Code §§ 510, 1194];
2. Failure to Pay All Straight-Time Wages [Lab. Code §§ 204, 218, 223, 1194];
3. Failure to Provide Meal Periods [Lab. Code §§ 226.7, 512]
4. Failure to Provide Rest Periods [Lab. Code § 226.7];
5. Failure to Furnish Accurate Itemized Wage Statements [Lab. Code § 226];
6. Failure to Pay All Wages Due Upon Separation [Lab. Code §§ 201–203];
7. Failure to Pay Accrued PTO [Lab. Code § 227.3];

8. Failure to Maintain Accurate Time Records [Lab. Code § 1174];
9. Whistleblower Retaliation [Lab. Code § 1102.5];
10. Retaliation in Violation of Labor Code § 98.6
11. Wrongful Termination in Violation of Public Policy.
12. Unfair Competition Under Business & Professions Code § 17200
13. Civil Penalties Under the Private Attorneys General Act [Lab. Code §§ 2698–2699.8]

JURY TRIAL DEMANDED

Plaintiff GIDEON ASHER NAZARIAN (“Plaintiff”) alleges against Defendants ALEXANDER RIVKIN MD, INC. dba WESTSIDE AESTHETICS and dba RIVKIN AESTHETICS (“Westside Aesthetics” or the “Corporate Defendant”), ALEXANDER Z. RIVKIN, M.D. (“Dr. Rivkin”), and DOES 1 through 50, inclusive (collectively, “Defendants”), as follows:

PARTIES

1. Plaintiff GIDEON ASHER NAZARIAN is an individual residing in the County of Los Angeles, State of California. At all times relevant herein, Plaintiff was an employee of Defendants within the meaning of the California Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Orders.

2. Plaintiff is informed and believes, and thereon alleges, that Defendant

1 ALEXANDER RIVKIN MD, INC. is, and at all times relevant herein was, a California corporation
2 with its principal place of business located at 11645 Wilshire Blvd, Suite 800, Los Angeles, CA
3 90025. Defendant conducted business under the fictitious names "Westside Aesthetics" and
4 "RIVKIN Aesthetics".

5 3. Defendant ALEXANDER Z. RIVKIN, M.D. is an individual and, upon information
6 and belief, resides in the County of Los Angeles, State of California. At all times relevant herein,
7 Dr. Rivkin was the Chief Executive Officer, Chief Financial Officer, Secretary, Director, and sole
8 owner of Corporate Defendant. Pursuant to California Labor Code section 558.1, Dr. Rivkin is
9 personally liable for the wage-and-hour violations alleged herein as an owner, director, officer, or
10 managing agent who caused said violations.

11 4. Plaintiff is ignorant of the true names and capacities of defendants sued herein as
12 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
13 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.

14 5. Plaintiff is informed and believes and thereon alleges that at all relevant times each
15 Defendant was the agent, alter ego, servant, employee, managing agent, joint venturer, and/or co-
16 conspirator of each of the remaining Defendants, and was acting within the course and scope of
17 that relationship.

18 6. Plaintiff is informed and believes, and on that basis alleges, and on that basis
19 alleges, that each of the Defendants sued under fictitious names are in some manner responsible
20 for the wrongs and damages alleged below, in so acting were functioning as the agents, servants,
21 partners, and employees of the Co-Defendants, and in taking the actions mentioned below were
22 acting within the course and scope of their authority as such agent, servant, partner, and employee,
23 with the permission and consent of the co-defendants. The named Defendants and DOE

Defendants are sometimes hereafter referred to, collectively and/or individually, as “Defendants”.

7. Each Doe Defendant was responsible in some manner for the acts and omissions alleged herein and is liable to Plaintiff.

JURISDICTION AND VENUE

8. Venue and jurisdiction are proper in this Court because Defendants operate their business, employ individuals, and entered into employment agreements within the County of Los Angeles, and the unlawful employment practices, statutory violations, and retaliatory discharge alleged herein took place within this County.

FACTS COMMON TO ALL CAUSES OF ACTION

9. Plaintiff was employed by Defendants from approximately May 2024 through his sudden termination on October 7, 2025. At all times during his employment, Plaintiff performed data processing, data handling, and statistical analysis for a software sub-project associated with Defendants' operations.

10. Upon hire, Plaintiff signed onboarding documents and an acknowledgment of the employee handbook. He was classified by Defendants as an hourly employee, with an established base pay rate of \$40.00 per hour.

11. Despite registering Plaintiff on payroll under an hourly classification, Defendants treated Plaintiff as an exempt, salaried employee in practice, paying him an unvarying gross sum of \$3,466.80 per semi-monthly pay period. This uniform figure was mechanically issued across pay cycles without any calculation of actual hours worked.

12. Throughout his tenure, Plaintiff regularly worked shifts exceeding eight (8) hours per day and/or forty (40) hours per week. On average, Plaintiff routinely worked approximately

four (4) to five (5) hours of overtime each week.

13. Compounding this practice, Dr. Rivkin explicitly instructed Plaintiff **not** to use the Corporate Defendant's electronic timekeeping system to log his daily hours, clock in, or clock out. This direct command forced Plaintiff to work "off-the-clock" for all hours exceeding his standard shift schedule, preventing the creation of compliant time records.

14. Due to long operational demands and data tracking projects, Plaintiff frequently worked deep into shifts without being provided legally compliant meal breaks, second meal breaks on shifts exceeding ten (10) hours, or uninterrupted ten-minute rest periods. Defendants failed to provide premium pay for these missed breaks.

15. Shortly before October 7, 2025, Plaintiff escalated formal inquiries to management questioning why his paycheck summaries were artificially uniform and why he was receiving no overtime adjustments despite his regular overages.

16. Rather than conducting an internal audit or correcting his pay scales, Defendants abruptly terminated Plaintiff on October 7, 2025. Dr. Rivkin presented a separation letter citing "financial constraints" as the sole cause.

17. The financial constraint narrative was a complete pretext. The very evening of the termination, Dr. Rivkin emailed Plaintiff, writing: *"I'm hoping that we can continue the project after discussing options with Jonas."* Defendants intended to retain Plaintiff's data services while using the dismissal to cut off his wage-and-hour complaints.

18. Upon discharging Plaintiff, Defendants handed him a final paper check totaling \$1,774.78. Defendants failed to present a contemporaneous, itemized wage statement detailing how this sum was calculated, failed to pay out accrued and unused PTO time, and left final wages completely unaccounted for.

19. On November 13, 2025, Plaintiff sent a formal written demand requesting a transparent itemization of his final wages, his accrued PTO payout, and associated statutory penalties. Dr. Rivkin responded by refusing to pay further funds and claiming no PTO had accrued, while admitting the pay stub summary had still not been generated.

CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION

FAILURE TO PAY OVERTIME COMPENSATION
(Against All Defendants and DOES 1 through 50, Inclusive)

20. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

21. California Labor Code section 510 mandates that any work performed by a non-exempt employee in excess of eight (8) hours in any workday or forty (40) hours in any workweek must be compensated at a rate of no less than one and one-half (1.5) times the employee's regular rate of pay.

22. Under Labor Code section 515(d)(2), any fixed salary extended to a non-exempt employee is statutorily deemed to cover *only* regular, non-overtime hours. Private agreements to the contrary are void as a matter of law.

23. During his employment, Plaintiff regularly worked an average of four (4) to five (5) overtime hours per week. Defendants knew or should have known Plaintiff was performing this work, yet failed to pay him any overtime premiums, maintaining an unadjusted salary-like structure.

24. As a direct result of Defendants' unlawful conduct, Plaintiff was deprived of mandated overtime compensation. Plaintiff is entitled to recover the unpaid balance of these premium wages, alongside liquidated damages, interest, and reasonable attorneys' fees pursuant to

1 Labor Code section 1194.

2 25. Pursuant to Labor Code section 558.1, Defendant Rivkin, who is an owner, director,
3 officer, or managing agent of the corporate Defendants, is liable as the employer for such violation
4 as he caused the violations.

5 **SECOND CAUSE OF ACTION**
6 **FAILURE TO PAY ALL STRAIGHT-TIME WAGES**
7 **[Cal. Lab. Code §§ 204, 218, 223, 1182.12, 1194]**
8 **(Against All Defendants and DOES 1 through 50, Inclusive)**

9 26. Plaintiff hereby incorporates by reference all other allegations contained in this
10 Complaint as though fully set forth herein.

11 27. California Labor Code section 204 mandates that all wages earned by any person
12 in any employment are due and payable twice during each calendar month.

13 28. Labor Code section 223 makes it unlawful for an employer to secretly pay a lower
14 wage while maintaining a scale or contract setting a higher wage rate. Under Labor Code section
15 1194, an employee is entitled to maintain a civil action to recover the full amount of any unpaid
16 straight-time or minimum wages, plus interest, statutory liquidated damages, and reasonable
17 attorneys' fees.

18 29. Because Dr. Rivkin expressly instructed Plaintiff not to utilize the Company's
19 timekeeping system, Plaintiff was forced to work "off-the-clock" during standard shifts to
20 complete data processing assignments.

21 30. Defendants mechanically paid Plaintiff an unvarying gross sum per pay period that
22 completely ignored the actual number of straight-time hours he executed. Defendants suffered and
23 permitted Plaintiff to perform this regular straight-time work, reaped the economic benefit of his
data analysis, yet failed to pay him his agreed-upon rate of \$40.00 per hour for those hours.

31. Defendants' failure to pay Plaintiff for all straight-time hours worked constitutes a

1 secret and unlawful underpayment of contractually agreed wages in violation of Labor Code
2 section 223, and a systemic failure to pay timely wages under Labor Code section 204.

3 32. As a direct result of Defendants' unlawful conduct, Plaintiff was deprived of his
4 legally earned straight-time wages. Plaintiff is entitled to recover the unpaid balance of all straight-
5 time hours worked at his regular contract rate of \$40.00 per hour (or at the statutory minimum
6 wage plus liquidated damages under Labor Code section 1194.2 where applicable), plus pre-
7 judgment interest, costs, and reasonable attorneys' fees pursuant to Labor Code section 1194.

8 33. Pursuant to Labor Code section 558.1, Defendant Rivkin, who is an owner, director,
9 officer, or managing agent of the corporate Defendants, is liable as the employer for such violation
as he caused the violations.

10 **THIRD CAUSE OF ACTION**
11 **FAILURE TO PROVIDE REQUIRED MEAL PERIODS**
[Cal. Lab. Code §§ 226.7, 512; IWC Wage Orders]
(Against All Defendants and DOES 1 through 50, Inclusive)

12 34. Plaintiff hereby incorporates by reference all other allegations contained in this
13 Complaint as though fully set forth herein.

14 35. Labor Code section 512 and applicable IWC Wage Orders prohibit employers from
15 employing an individual for a work period of more than five (5) hours per day without a compliant,
16 uninterrupted thirty-minute meal break, and require a second compliant meal break for shifts
17 exceeding ten (10) hours.

18 36. Defendants routinely disrupted or failed to provide Plaintiff with compliant first
19 meal breaks, and entirely denied him mandatory second meal breaks on days when his analytical
shifts extended past ten (10) hours.

20 37. Defendants failed to compensate Plaintiff with one additional hour of pay at his
21 regular rate for each day these meal breaks were missed or truncated, violating Labor Code section

226.7. Defendants are liable for all unpaid meal break premiums, plus statutory interest.

38. Pursuant to Labor Code section 558.1, Defendant Rivkin, who is an owner, director, officer, or managing agent of the corporate Defendants, is liable as the employer for such violation as he caused the violations.

FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE REQUIRED REST PERIODS
[Cal. Lab. Code § 226.7; IWC Wage Orders]
(Against All Defendants and DOES 1 through 50, Inclusive)

39. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

40. Labor Code section 226.7 and applicable IWC Wage Orders require employers to authorize and permit non-exempt employees to take net ten-minute rest periods, which must fall near the middle of each work cycle, based on the total daily hours worked.

41. Defendants failed to provide Plaintiff with compliant rest breaks, causing him to miss an average of one (1) to two (2) required rest breaks per week without compensation.

42. Defendants failed to pay Plaintiff the required premium of one additional hour of regular pay for each day a rest break was denied, in violation of Labor Code section 226.7. Plaintiff is entitled to recover all unpaid rest break premiums, plus statutory interest.

43. Pursuant to Labor Code section 558.1, Defendant Rivkin, who is an owner, director, officer, or managing agent of the corporate Defendants, is liable as the employer for such violation as he caused the violations.

FIFTH CAUSE OF ACTION
FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
[Cal. Lab. Code § 226]
(Against All Defendants and DOES 1 through 50, Inclusive)

44. Plaintiff hereby incorporates by reference all other allegations contained in this

1 Complaint as though fully set forth herein.

2 45. At all relevant times, Defendants were required by Cal. Lab. Code § 226(a) to
3 furnish Plaintiff, semimonthly or at the time of each payment of wages, an accurate itemized
4 statement in writing showing, among other things, gross wages earned, total hours worked, all
5 applicable hourly rates in effect during the pay period, the corresponding number of hours worked
6 at each hourly rate, deductions, net wages earned, and the inclusive dates of the pay period.

7 46. The wage statements provided to Plaintiff by DefendantS were facially deficient.
8 They mechanically listed an arbitrary figure of "86.67" hours per cycle at an hourly rate of
9 "\$40.00," completely omitting Plaintiff's actual hours worked, overtime hours, and premium rates.

10 47. This failure was knowing and intentional, as Dr. Rivkin affirmatively ordered
11 Plaintiff not to record his real time. This practice prevented Plaintiff from easily verifying his
12 proper compensation, triggering statutory penalties under Labor Code section 226(e), along with
13 an entitlement to costs and reasonable attorneys' fees.

14 48. Pursuant to Cal. Lab. Code § 226(e), Plaintiff is entitled to recover the greater of
15 all actual damages or statutory penalties of fifty dollars (\$50) for the initial pay period in which
16 the violation occurred and one hundred dollars (\$100) per employee for each violation in a
17 subsequent pay period, not to exceed an aggregate of four thousand dollars (\$4,000), together with
18 costs and reasonable attorney's fees.

19 49. Pursuant to Labor Code section 558.1, Defendant Rivkin, who is an owner, director,
20 officer, or managing agent of the corporate Defendants, is liable as the employer for such violation
21 as he caused the violations.

SIXTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES DUE AT SEPARATION
[Cal. Lab. Code §§ 201, 202, 203]
(Against All Defendants and DOES 1 through 50, Inclusive)

50. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

51. Labor Code section 201 dictates that if an employer discharges an employee, all wages earned and unpaid at the time of termination become due and payable immediately.

52. Upon terminating Plaintiff on October 7, 2025, Defendants failed to provide an accurate final payroll breakdown, failed to pay his accrued overtime, and failed to account for required break premiums.

53. Plaintiff requested corrected wages and an explicit pay breakdown on November 13, 2025. Defendants refused to pay the amounts due, demonstrating a willful failure to comply with section 201.

54. As a result of Defendants' willful non-payment, Plaintiff is entitled to statutory waiting-time penalties under Labor Code section 203, calculated at his regular daily rate of pay for the maximum statutory limit of thirty (30) days, plus interest and attorneys' fees.

55. Pursuant to Labor Code section 558.1, Defendant Rivkin, who is an owner, director, officer, or managing agent of the corporate Defendants, is liable as the employer for such violation as he caused the violations.

SEVENTH CAUSE OF ACTION
FAILURE TO PAY ACCRUED PTO UPON SEPARATION
[Cal. Lab. Code § 227.3]
(Against All Defendants and DOES 1 through 50, Inclusive)

56. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

57. Labor Code section 227.3 establishes that whenever an employment agreement or employee handbook provides for paid vacation or PTO, all vested, unused PTO must be paid out to the employee as wages at their final rate of pay upon termination.

58. Defendants' employee handbook explicitly provided for PTO accrual and mandated a full payout upon separation. Throughout his employment, Plaintiff did not use or claim any PTO days.

59. Upon his termination, Defendants failed and refused to pay Plaintiff his accrued, unused PTO hours. Plaintiff is entitled to recover the full cash value of all vested, unpaid PTO hours, plus statutory interest.

60. To the extent any amounts remained unpaid after separation, Plaintiff is entitled to waiting-time penalties under Labor Code section 203, together with prejudgment interest, attorneys' fees, and costs as authorized by law.

61. Pursuant to Labor Code section 558.1, Defendant Rivkin, who is an owner, director, officer, or managing agent of the corporate Defendants, is liable as the employer for such violation as he caused the violations.

EIGHTH CAUSE OF ACTION
FAILURE TO MAINTAIN ACCURATE PAYROLL AND TIME RECORDS
[Cal. Lab. Code § 1174]
 (Against All Defendants and DOES 1 through 50, Inclusive)

62. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

63. Labor Code section 1174 mandates that every employer must maintain accurate payroll records showing the actual hours worked daily by each employee, alongside applicable break periods. At all times relevant herein, Defendant was under a duty pursuant to California

1 Labor Code section 1174(d) and applicable Industrial Welfare Commission ("IWC") Wage
2 Orders to maintain accurate, contemporaneous payroll records showing the actual daily hours
3 worked and the exact meal periods taken by each non-exempt employee.

4 64. Defendant completely and willfully abdicated its statutory recordkeeping
5 obligations. Rather than tracking actual hours, Defendant commanded Plaintiff not to use the
6 Company's electronic timekeeping system, forcing him to perform substantial hours of data
analysis entirely "off-the-clock."

7 65. Defendant's systematic failure to maintain accurate time records directly enabled
8 and concealed the underpayment of straight-time wages, overtime premiums, and split-
9 shift/break penalties. Plaintiff is entitled to all restitutionary, statutory, and evidentiary relief
10 flowing from this failure under Labor Code sections 226, 1174, and 1194, including reasonable
11 attorneys' fees and costs.

12 **NINTH CAUSE OF ACTION**
13 **WHISTLEBLOWER RETALIATION IN VIOLATION OF LABOR CODE § 1102.5**
(Against All Defendants and DOES 1 through 50, Inclusive)

14 66. Plaintiff hereby incorporates by reference all other allegations contained in this
15 Complaint as though fully set forth herein.

16 67. At all relevant times, Plaintiff was an employee of Defendants within the meaning
17 of Cal. Lab. Code § 1102.5.

18 68. Labor Code section 1102.5 prohibits an employer from retaliating against an
19 employee for disclosing information to a manager or supervisor regarding a suspected violation of
state or federal statutes, rules, or regulations.

20 69. Before his discharge, Plaintiff engaged in protected activity by raising internal
21 complaints to management regarding his uniform hours and the lack of overtime pay under

California law

70. Plaintiff had reasonable cause to believe that Defendants' conduct violated state law, including California wage-and-hour statutes and related wage-order requirements.

71. Defendants responded to this protected disclosure by abruptly terminating Plaintiff's employment on October 7, 2025. Defendants' claimed reason of "financial constraints" was a transparent pretext, as proven by Dr. Rivkin's immediate attempt to continue using Plaintiff's services.

72. As a direct result of Defendants' retaliatory conduct, Plaintiff suffered lost earnings, emotional distress, anxiety, and financial hardship. Plaintiff is entitled to recover economic damages, emotional distress damages, reasonable attorneys' fees, and a civil penalty of up to \$10,000 per violation under Labor Code section 1102.5(j).

73. Defendants' conduct was malicious, oppressive, fraudulent, and undertaken with a conscious disregard for Plaintiff's protected legal rights. Plaintiff is therefore entitled to an award of punitive damages against Corporate Defendant to punish and deter such conduct in the future.

TENTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF LABOR CODE § 98.6
(Against All Defendants and DOES 1 through 50, Inclusive)

74. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

75. At all relevant times, Plaintiff was an employee of Defendants within the meaning of Cal. Lab. Code § 98.6.

76. California Labor Code section 98.6(a) prohibits an employer, or any person acting on behalf of an employer, from discharging, demoting, suspending, or in any manner discriminating or retaliating against any employee because the employee exercised any rights

1 afforded under the Labor Code, including the right to complain about unpaid wages or demand
2 accurate compensation.

3 77. Before his termination, Plaintiff exercised his protected rights under the California
4 Labor Code by raising internal inquiries and complaints to Dr. Rivkin regarding the artificial
5 uniformity of his recorded payroll hours and the systemic failure to compensate him for regular
6 overtime hours worked.

7 78. Plaintiff had reasonable cause to believe that Defendants' conduct violated state
8 law, including California wage-and-hour statutes and related wage-order requirements.

9 79. Defendants responded to Plaintiff's protected complaints by abruptly terminating
10 his employment on October 7, 2025.

11 80. The proximity in time between Plaintiff's complaints regarding his wages and his
12 sudden termination establishes a direct causal link. Defendants' stated reason of "financial
13 constraints" was a transparent pretext to conceal a retaliatory motive, as evidenced by Dr. Rivkin's
14 immediate written attempt to continue utilizing Plaintiff's analytical services post-termination.

15 81. As a direct result of Defendants' retaliatory conduct, Plaintiff suffered lost earnings,
16 emotional distress, anxiety, and financial hardship. Plaintiff is entitled to recover economic
17 damages, emotional distress damages, and a civil penalty of up to \$10,000 per violation under
18 Labor Code section 98.6(b)(1), alongside reinstatement, reimbursement for lost wages, interest,
19 and reasonable attorneys' fees and costs.

20 82. Defendants' conduct was malicious, oppressive, fraudulent, and undertaken with a
21 conscious disregard for Plaintiff's protected legal rights. Plaintiff is therefore entitled to an award
22 of punitive damages against Corporate Defendant to punish and deter such conduct in the future.

ELEVENTH CAUSE OF ACTION
WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
(Against Defendant Westside Aesthetics and DOES 1 through 50, Inclusive)

83. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

84. The public policy of the State of California, as established in the Labor Code and IWC Wage Orders, firmly protects an employee's right to receive mandated overtime pay, take required rest and meal periods, receive accurate wage statements, and voice complaints regarding unlawful pay practices without fear of reprisal.

85. Defendants terminated Plaintiff in direct retaliation for his exercising his statutory rights and complaining about wage-and-hour violations. This discharge violates fundamental California public policy.

86. As a direct result of this wrongful termination, Plaintiff suffered lost earnings, emotional distress, anxiety, and financial hardship. Plaintiff is entitled to recover economic damages, emotional distress damages, reasonable attorneys' fees, and a civil penalty of up to \$10,000 per violation under Labor Code sections 1102.5(j) and 98.6.

87. Defendants' conduct was malicious, oppressive, fraudulent, and undertaken with a conscious disregard for Plaintiff's protected legal rights. Plaintiff is therefore entitled to an award of punitive damages against Corporate Defendant to punish and deter such conduct in the future.

TWELVTH CAUSE OF ACTION
UNFAIR COMPETITION UNDER BUSINESS & PROFESSIONS CODE § 17200
(Against All Defendants and DOES 1 through 50, Inclusive)

88. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

89. Business and Professions Code section 17200, et seq. (the "Unfair Competition

1 Law" or "UCL") prohibits any person or entity from engaging in any unlawful, unfair, or fraudulent
2 business act or practice.

3 90. Beginning from approximately May 2024 and continuing through October 7, 2025,
4 Corporate Defendant engaged in unlawful, unfair, and fraudulent business acts and practices
5 within the meaning of the UCL by systematically violating the California Labor Code and
6 applicable IWC Wage Orders.

7 91. Specifically, Corporate Defendant's business practices involved:

- 8 a. Failing to pay mandated overtime premiums for hours worked in excess of 8 hours
9 per day or 40 hours per week;
- 10 b. Failing to pay contractually agreed straight-time wages for all hours worked off-
11 the-clock;
- 12 c. Failing to provide legally compliant meal and rest periods or pay corresponding
13 break premiums;
- 14 d. Failing to maintain accurate time cards and payroll logs, thereby concealing
15 underpayments; and
- 16 e. Failing to timely pay all earned wages and accrued PTO upon separation.

17 92. The acts and practices alleged herein constitute "unlawful" business activities
18 because they directly violate express provisions of the California Labor Code, including sections
19 201, 202, 203, 204, 218, 223, 226, 226.7, 510, 512, 1174, and 1194.

20 93. The acts and practices alleged herein also constitute "unfair" business activities
21 because the utility of Corporate Defendant's conduct is completely outweighed by the gravity of
22 the harm inflicted upon Plaintiff. Furthermore, Corporate Defendant's practices directly violate
23 established public policies protecting employee compensation and gave Corporate Defendant an

1 unfair competitive advantage over law-abiding business competitors by artificially lowering its
2 operational and labor costs.

3 94. As a direct and proximate result of Corporate Defendant's unlawful and unfair
4 business practices, Plaintiff suffered an injury-in-fact and lost money and property in the form of
5 unpaid wages, uncompensated overtime premiums, missed break premiums, and withheld PTO
6 compensation.

7 95. Pursuant to Business and Professions Code section 17203, Plaintiff is entitled to
8 restitution directing Corporate Defendant to disgorge and pay over all sums unlawfully withheld
9 from Plaintiff, together with pre-judgment interest at the legal rate, and reasonable attorneys' fees
10 and costs.

11 **THIRTEENTH CAUSE OF ACTION**
12 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**
13 **(Against All Defendants and DOES 1 through 50, Inclusive)**

14 96. Plaintiff hereby incorporates by reference all other allegations contained in this
15 Complaint as though fully set forth herein.

16 97. The California Labor Code Private Attorneys General Act of 2004 ("PAGA"),
17 Labor Code sections 2698 through 2699.8, authorizes an aggrieved employee to recover civil
18 penalties on behalf of the employee and other current or former employees against whom a
19 violation of the same Labor Code provision was committed, subject to the administrative
20 procedures set forth in Labor Code section 2699.3.

21 98. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section
22 2699(c)(1). Plaintiff was employed by Corporate Defendant and personally suffered the Labor
23 Code violations for which civil penalties are sought herein during the applicable limitations period,
including the failure to pay required overtime compensation, the failure to provide compliant meal

1 and rest periods and associated premium pay, the failure to furnish accurate itemized wage
2 statements, the failure to maintain accurate payroll and time records, and the failure to timely pay
3 wages and vested vacation/PTO due upon separation, as alleged above.

4 99. Pursuant to the Private Attorneys General Act of 2004, California Labor Code
5 section 2698, et seq. ("PAGA"), Plaintiff brings this representative action on behalf of himself and
6 all other current and former aggrieved non-exempt employees of Defendants who worked for
7 Defendants in California during the applicable statutory period.

8 100. On July 1, 2026, Plaintiff complied with the administrative prerequisites of PAGA
9 by giving written notice via online submission to the Labor and Workforce Development Agency
10 (LWDA) and via certified U.S. mail to Defendants of the specific provisions of the California
11 Labor Code alleged to have been violated, including the facts and theories supporting those
12 violations, pursuant to Labor Code section 2699.3(a)(1)(A).

13 101. More than sixty-five (65) days have elapsed since Plaintiff provided said notice,
14 and the LWDA has either notified Plaintiff that it does not intend to investigate the alleged
15 violations or has failed to respond within the statutory timeframe. Accordingly, Plaintiff has
16 exhausted all administrative remedies and is fully authorized to bring a civil action to recover
17 PAGA civil penalties as a proxy for the State of California.

18 102. More than sixty-five (65) calendar days have elapsed since the notice required by
19 Labor Code section 2699.3 was provided, and the LWDA has not notified Plaintiff that it intends
20 to investigate the alleged violations. Plaintiff has therefore exhausted the administrative
21 prerequisites necessary to pursue this representative action under PAGA.

22 103. During the applicable liability period, Defendants systematically violated the
23 California Labor Code and applicable Industrial Welfare Commission (IWC) Wage Orders with

respect to Plaintiff and other aggrieved employees by:

- a. Failing to pay mandated overtime compensation in violation of Labor Code sections 510, 515, 1194, 1197, and 1197.1;
- b. Failing to maintain accurate payroll and time records in violation of Labor Code section 1174;
- c. Failing to furnish accurate, itemized wage statements in violation of Labor Code section 226;
- d. Failing to pay all wages due immediately upon termination or separation in violation of Labor Code sections 201, 202, and 203;
- e. Failing to pay vested, accrued, and unused vacation/PTO time upon separation in violation of Labor Code section 227.3; and
- f. Failing to provide legally compliant first and second meal periods and net ten-minute rest breaks, and failing to pay required premium compensation for missed breaks, in violation of Labor Code sections 226.7 and 512.

104. Pursuant to Labor Code section 2699, Plaintiff seeks recovery of all applicable statutory civil penalties for each of the structural and derivative violations listed above on behalf of himself and all other aggrieved employees.

105. Pursuant to PAGA allocation rules, any civil penalties recovered through this action will be distributed sixty-five percent (65%) to the LWDA for the enforcement of labor laws and education of employers and employees, and thirty-five percent (35%) to the aggrieved employees.

106. Plaintiff also seeks an award of reasonable attorneys' fees and costs of suit pursuant to California Labor Code section 2699(g)(1).

107. For notices filed on or after June 19, 2024, PAGA authorizes injunctive relief in

appropriate circumstances, and Plaintiff seeks an order enjoining Defendants from continuing their unlawful employment practices.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1. For general, compensatory, and economic damages according to proof, including all unpaid overtime, unpaid straight-time wages, meal break premiums, rest break premiums, and accrued PTO wages;
2. For liquidated damages pursuant to Labor Code section 1194.2;
3. For statutory wage statement penalties pursuant to Labor Code section 226;
4. For statutory waiting-time penalties pursuant to Labor Code section 203;
5. For a civil penalty of up to \$10,000 for whistleblower retaliation pursuant to Labor Code section 1102.5(j);
6. For a civil penalty of up to \$10,000 for whistleblower retaliation pursuant to Labor Code section 98.6;
7. For emotional distress and consequential damages according to proof;
8. For civil penalties pursuant to Labor Code sections 2698 through 2699.8 and all applicable civil-penalty provisions of the Labor Code, on behalf of Plaintiff and other aggrieved employees, with such penalties allocated as provided by Labor Code section 2699(m);
9. For punitive damages against Defendant according to proof;
10. For reasonable attorneys' fees and all costs of suit pursuant to California Labor Code sections 98.6, 226, 1194, and 1102.5, as well as California Code of Civil Procedure section 1021.5 and Labor Code section 2699(k)(1);
11. For appropriate injunctive relief pursuant to Labor Code section 2699;
12. For pre-judgment and post-judgment interest at the legal rate; and
13. For such other and further relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff hereby demand a jury trial as provided by § 631 of the California Code of Civil Procedure.

Dated: September 8, 2026

Respectfully submitted,

LAW OFFICES OF MORRIS NAZARIAN, APC

Morris Nazarian
Morris Nazarian, Esq.
Attorney for Plaintiff
GIDEON ASHER NAZARIAN